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CURRENT TOPICS.

ON THE 13TH INST. the transfer of seventy-five actions to Mr. Justice ROMER for the purpose only of hearing or of trial was signed by the Lord Chancellor. Twenty of these actions were taken from the list of Mr. Justice CHITTY, twenty-five from that of Mr. Justice NORTH, five from that of Mr. Justice STRAHLING, and twenty-five from that of Mr. Justice KEKEWICH.

ON WEDNESDAY last, being the first day of the Vacation sittings in court, Mr. Justice ROMER had before him a batch of twenty cases, besides *ex parte* motions. Although these cases could not all come on at once, the court, which is not a large one, was inconveniently crowded during the greater portion of the time of sitting. It would certainly be a great improvement if a larger court were made use of in the Vacation. Possibly Lord RUSSELL will see fit to adopt his own court during the second half of the Vacation.

THE FINANCE ACT, 1894 (57 & 58 Vict. c. 30), which is at present giving rise to so much discussion, confers upon the county courts both original and appellate jurisdiction of some importance, to which it may be well briefly to refer. The former (*i.e.*, the original jurisdiction) is prescribed by section 14, sub-section (2), which provides that any dispute as to the proportion of estate duty to be borne by any property or person may be determined upon application by any person interested in manner directed by rules of court, either by the High Court, or, when the amount in dispute is less than £50, by a county court for the county or place in which the person recovering the same resides or the property in respect of which the duty is paid is situate. The latter (*i.e.*, the appellate jurisdiction) is conferred by section 10 of the Act, which, while giving an appeal to any person aggrieved by the decision of the Commissioners of Inland Revenue with respect to the repayment of any excess of duty paid, or by the amount of duty claimed by them, whether on the ground of the value of any property or the rate charged or otherwise, provides, by sub-section (5), that where the value, as alleged by the commissioners, of the property in respect of which the dispute arises, does not exceed £10,000, such appeal may be to the county court for the county or place in which the appellant resides or the property is situate. With regard to these two sections of the Act, the better opinion would appear to be that the original and appellate jurisdiction which they respectively confer can only be invoked where the liability to some duty is admitted and the only question involved is one of amount. It is at present, of course, quite impossible to say whether they will operate so as materially to add to the work of

the county courts, but, having regard to the evident disfavour with which the new death duties are in many quarters regarded, there seems every reason to suppose that, at all events, the right of appeal conferred by the Act will not unfrequently be resorted to.

WE VENTURE to say that the Wild Birds Protection Act, 1894, will meet with no better reception from lawyers than from the ornithologists who discussed it at the meeting of the British Association at Oxford last week. Its object is to extend to the eggs of wild birds the protection already given during the breeding season to wild birds themselves by the Act of 1880. To prevent birds-nesting altogether is obviously beyond the power even of Parliament. The principle, therefore, adopted by the Legislature is the familiar one of local option. County councils are empowered to apply to the Secretary of State for an order to prohibit the taking or destroying of eggs. Such an order may be in one of two forms: it may either prohibit the taking of the eggs of all wild birds within a certain area, or it may prohibit only the taking of the eggs of named species within a certain area. So far the matter may be left to ornithologists, who appear to be by no means agreed upon the possibility of determining with judicial certainty what eggs belong to what birds. Our concern is with the operative section, imposing penalties, which is (substantially) as follows:—"Any person who . . . shall take or destroy, or incite any other person to take or destroy—(a) the eggs of any wild birds within any area specified in the order; or (b) the eggs of any species of wild bird named in the order, shall, on conviction before any two justices of the peace, . . . forfeit and pay for every egg so taken or destroyed a sum not exceeding one pound." In the first place, it will be observed that the inciting of others to take eggs is made a specific offence, though no penalty is imposed unless the eggs are actually taken. But it is more important to point out that the second paragraph (b), which is apparently intended to refer to the second form of order, is so loosely drawn as to have a much more extensive scope. The second form of order, like the first, being made on the application of a county council, must necessarily apply only to a limited area. But the penalizing paragraph makes it an offence to take "the eggs of any species of wild bird named in the order" without any limitation of area. It may very well happen that the eggs of some named wild birds are protected in one place and not in another. Will it be an offence to take their eggs in a place where they are not protected? And will the inciter commit an offence if he has only incited to the taking of their eggs generally? On the whole, we think that county councils will be well advised if they leave the new statute severely alone, unless they are urged to act in some very exceptional case, such as that of the few British birds which are actually in risk of extermination.

MR. JUSTICE NORTH has decided, and he could hardly have done otherwise, that it is a contempt of court to publish to the world an account of proceedings which the court, either in the interest of public morality or for the protection of persons specially under its care, has determined shall be conducted in private. "I cannot," he said in *Re Martindale*, "conceive a clearer contempt of court than that a party concerned, or any person, should proceed forthwith to make known to the world the very matter which the court had deliberately, in the exercise of its discretion, decided ought not to be published." But even when a contempt has been committed, it is dangerous to bring before the court all the persons who may be technically implicated, especially if they are the printers or publishers of newspapers. A warning on this point was given by JESSEL, M.R., in *Plating Co. v. Farquharson* (29 W. R. 510, 17 Ch. D., p. 55), where he observed that the practice of making motions to commit for contempt against innocent people, like the editors or proprietors of newspapers, ought to be discouraged as far as possible. "They lead," he said, "to a great waste of time and to a considerable amount of costs, and, unless the court is satisfied that the publication is a contempt which interferes with the course of justice, of course the court ought not to interfere." In the present instance an account of the proceedings *in camera*

was given by HUEFFER, one of the parties, to PERRIS, a contributor to the *Star*, who composed a paragraph on them, and sent it in to that paper. The paragraph was published in the *Star*, and the substance of it was subsequently copied into the *Morning*, the *Pall Mall Gazette*, and the *People*, but the persons responsible for the last three papers were not aware that the proceedings had been in private. Motions to commit were made against HUEFFER, PERRIS, and the publishers of the four newspapers, but, save as against HUEFFER and the *Star*, NORTH, J., dismissed the motions with costs. In view of the passage above quoted from the judgment of JESSEL, M.R., in *Plating Co. v. Farquharson*, and of the judgment of the Court of Appeal in *Hunt v. Clarke* (37 W. R. 724), it was useless to bring before the court newspapers which simply copied the offending paragraph without being aware of the contempt they were committing. And although PERRIS was the actual writer of the paragraph, and, therefore, might well have been held responsible, NORTH, J., considered that there was no object to be gained by proceeding both against him and his newspaper. Motions to commit for contempt, when made on proper grounds, advance the interests of justice, and they have the incidental advantage that, if successful, they usually carry solicitor and client costs. But in the absence of good ground they are, as JAMES, L.J., observed in *Plating Co. v. Farquharson*, a contempt of court themselves, because they tend to waste the public time.

THE JUDGMENT of HAWKINS, J., in *Alabaster v. Harness* follows *Bradlaugh v. Newdegate* (31 W. R. 792, 11 Q. B. D. 1) and the old authorities in placing a strict construction upon the plea of "common interest" in an action of maintenance. The doctrine of maintenance constituted in former times an important chapter of the law, and it has on several recent occasions received consideration. Maintenance in the prosecution of suits has been said to be, "where one officiously intermeddles in a suit which no way belongs to him, by assisting either party with money or otherwise, in the prosecution or defence of any such suit" (Hawk., Pleas of the Crown, I., 454). But such assistance is permitted on the ground of common interest in the subject-matter of the suit; it is permitted in certain cases of relationship between the parties, as where they are father and son, landlord and tenant, master and servant; and it is permitted when the assistance is given out of charity. The last justification forms the subject of the judgment of the Court of Appeal delivered by FRY, L.J., in *Harris v. Brisco* (34 W. R. 729, 17 Q. B. D. 504). In that case WILLS, J., had held that the charity must not be indiscriminate, but that the maintainer, before volunteering his aid to one side, ought first to make sure that he is not doing an injury to the other. FRY, L.J., somewhat unnecessarily perhaps, upset this wholesome doctrine by tracing the exception in favour of charitable maintenance back to the days of HENRY VI., and then inquiring whether such a view of charity was likely to have been present to the minds of the judges who founded the doctrine. The judgment, in its anxiety to be historical, seems to disregard the fact that the common law is capable of development. The justification of common interest was the subject of the judgment of Lord COLERIDGE, C.J., in *Bradlaugh v. Newdegate*. With Lord COKE maintenance is "when one maintaineth the one side without having any part of the thing in plea or suit" (Co. Litt. 368b); and HAWKINS says that maintenance may be "justifiable in respect of an interest in the thing at variance" (Pleas of the Crown, I., 456). These passages point to a common interest in the subject-matter of the suit, usually some subject of property. It is not sufficient that the maintainer has, upon more general grounds, an interest in supporting the cause of the person whose suit he maintains. In *Bradlaugh v. Newdegate* the defendant had no interest in the penalty sought to be recovered in *Clarke v. Bradlaugh*, the suit which he had maintained, and his mere interest as a subject of the QUEEN in seeing that the law was enforced and the penalty recovered did not avail him. In the present case of *Alabaster v. Harness* the community of interest was greater, and the case, therefore, was more favourable to the defendant. The plaintiff had published articles in disparagement of TIBBIS and HARNES. TIBBIS brought an action for libel, and in this it might be possible for HARNES to clear himself as well. HARNES ac-

cordingly, instead of instituting an action on his own account, maintained TIBBITS in his action. But, though HARNES had an interest in the proper conduct of TIBBITS' action, yet the actual issue in that action—whether TIBBITS had been libelled or not—was no affair of his. His plea, therefore, failed to satisfy the requirement that the common interest relied upon must be an interest in the subject-matter of the suit.

ATTENTION was recently called to an important difference between English and Scotch law in the case before the House of Lords of *Hamlyn v. Talisker Distillery Co.* (10 Times L. R. 479), which was decided on the 10th of May last, and it reflects some credit on the activity of the Legislature that the Act passed to reconcile this difference received the Royal assent on the 3rd of July last. The point of difference was this. By Scotch law a general arbitration clause in which there is an agreement to refer to arbiters unnamed was invalid, whereas by English law it is sufficient merely to agree to refer any matter in dispute to arbitration, and it is not necessary to mention by name the arbitrator. It is, indeed, a common practice in mercantile agreements to provide that in the case of any dispute between the parties touching any matter arising out of the agreement the same shall be determined by arbitration, without naming any person or class of persons as arbitrator. The English law is now mainly governed by the Arbitration Act, 1889, by which a written agreement to submit present or future differences to arbitration, "whether an arbitrator is named therein or not" (see section 27), is a "submission" within the meaning of the Act, and a "submission" is irrevocable and equivalent to an order of court (see section 1), and may be enforced by the court. In the case of *Hamlyn v. Talisker Distillery Co.* the clause was: "Any dispute arising out of this contract to be settled by two members of the London Corn Exchange," and the question to be decided was whether the contract, which was made in England but was to be performed in Scotland, was to be construed by the law of Scotland or England—that is to say, whether the agreement for arbitration was enforceable or not. It was eventually held that the law of England applied; but it was admitted that if the contract had been governed by Scotch law this agreement for arbitration could not have been enforced. Now, by the Arbitration (Scotland) Act, 1894 (57 & 58 Vict. c. 13), a similar rule to that in England will be applied in Scotland to all agreements made after the passing of the Act, and after this date "an agreement to refer to arbitration shall not be invalid or ineffectual by reason of the reference being to a person not named, or to a person to be named by another person, or to a person merely described as the holder for the time being of any office or appointment" (section 1). The Act will apparently apply, not only to all agreements made after the passing of the Act, but also to those made before the Act, unless either party shall, before or within six months after the Act, notify to the other his intention not to be bound by the arbitration clause (see section 5). In the case to which we have referred of *Hamlyn v. Talisker Distillery Co.*, Lord WATSON expressed an opinion that the Scotch rule, that a reference to arbiters not named could not be enforced, did not appear to him to rest upon any essential considerations of public policy, and the Legislature, in passing the recent Act, appears to have taken the same view; but this appears to be a very debatable question. Whatever may be the true view, it certainly seems clear that the law on such an important point should be uniform in England and Scotland, and it is not unnatural that in this case the law of the smaller country should be assimilated to that of the larger, although we could point to cases where, in differences in commercial law, the law of Scotland is clearly more just than that of England, and in which such an assimilation would be taking a retrograde step and neglecting an opportunity for improvement in the law.

AN INFANT cannot contract a debt in respect of goods supplied to him as a trader; judgment, therefore, cannot be entered against him for the price of the goods, and the creditor cannot obtain a receiving order against him: *Ex parte Jones* (29 W. R. 747, 18 Ch. D. 109). These rules lead to difficulty in the case

of proceedings against a firm one of the members of which is an infant, but the difficulty, which was treated as insuperable by the Court of Appeal in *Re Beauchamp Bros.* (42 W. R. 110), has been successfully met by the House of Lords by simply amending the judgment obtained in respect of the debt and the receiving order subsequently made upon the judgment. An action had been brought by LOVELL & CHRISTMAS against BEAUCHAMP BROS., and judgment for £370 obtained against the firm in the firm name. The firm consisted of one partner who was adult, and one who was an infant. The judgment not having been satisfied, the judgment creditors served a bankruptcy notice on the firm, by serving it upon the adult partner, and, the notice not having been complied with, a receiving order was made against the firm. By rule 262 of the Bankruptcy Rules, 1886, a receiving order made against a firm operates as if it were made against each of the partners, and by rule 264 no order of adjudication is to be made against a firm in the firm name, but it is to be made against the partners individually. The natural result of the receiving order, therefore, would have been an adjudication of bankruptcy against the infant partner; but, this being impossible, the Court of Appeal held that the receiving order was bad, and set it aside. The House of Lords have now taken the same view as to the receiving order in the form in which it was made, but to avoid throwing the whole proceedings away, and to preserve the rights of creditors as they were at the date of the order, they have amended it under the power of amendment conferred by section 105 of the Bankruptcy Act, 1883, by making it an order against the firm other than the infant partner. An amendment was also necessary in respect of the judgment on which the receiving order was made, and on this point the judgment of the House of Lords overrules *Harris v. Beauchamp Bros.* (42 W. R. 37). It was laid down in *Jackson v. Litchfield* (8 Q. B. D. 474) that when a writ is issued against a firm, the judgment must be in the firm name as well. It really operates, however, as a judgment against the members of the firm, and Lord HERSCHELL, C., held that there was nothing irregular in entering the judgment against the firm in the firm's name excluding one of the partners. The judgment, therefore, was amended in the same way as the receiving order. In future, whenever it appears that one of the partners is not in a position to have judgment entered against him, or cannot be made bankrupt, the proceedings against the firm need only be varied by specially excepting the name of such partner from judgments or orders obtained against the firm.

ILLUSTRATIONS frequently occur of the way in which the present system of bankruptcy administration operates to the injury of creditors, but we do not remember to have seen a more striking one than is afforded by a "statement shewing position of estate at date of declaring first and final dividend and application for release" which a correspondent has forwarded to us. The receiving order was made in 1884, and the date of the statement and declaration of a "first and final dividend" is in the present year. Ten years were thus required to realize an estate amounting in total receipts to £630 4s. 11d. There may, of course, be reasons for this delay, and the point to which we desire to draw attention is that, out of the £625 4s. 11d. net realizations, the trustee's remuneration of 23½ per cent. on assets realized and 23½ per cent. on assets distributed in dividend swallowed up £176 7s. 9d., and the law costs, other than those of the petition, consumed £292 13s. 8d., leaving the magnificent balance of £117 8s. 10d. to be distributed among the creditors in a "first and final dividend" of 2d. in the pound.

In the House of Lords on Monday the Duke of Rutland asked the Lord President of the Council whether copies of the new Inland Revenue affidavits, with the proposed schedules, would be laid on the table of the House. The Earl of Rosebery said: I shall be quite ready to lay them on the table if they are moved for.

The Master of the Rolls (Lord Esher), on rising for the Long Vacation at the end of the sittings, wished the bar and others "Good-bye," adding significantly that he only meant for the Long Vacation, thereby indicating that he did not intend to resign his seat on the bench for the present, as has been so widely rumoured lately.

THE NEW ESTATE DUTY.

II.—THE FINANCE ACT, 1894.

GENERAL OUTLINE OF THE FINANCE ACT.—Before we proceed to the description of the provisions of the Finance Act, it will be convenient to state shortly the arrangement of the clauses. The Act imposes (section 1) a duty called "estate duty" on the principal value of all property which "passes on the death of" any person, and provides that the existing death duties, except legacy and succession duties at rates higher than one per cent., are not to be payable where estate duty is payable.

Section 2 contains a definition of "property passing on the death."

Section 3 contains an exemption of property passing on death for a pecuniary consideration.

All property, with an exception of certain settled property, liable to estate duty is to be aggregated (section 4), and an *ad valorem* duty is to be levied at rates graduated according to the amount of the property, and stated in section 17.

Settled property, except when the only life interest is that of the husband or wife of the deceased, is liable to a further estate duty, called "settlement estate duty," at the fixed rate of one per cent. (sections 5, 17). Estate duty and settlement estate duty are payable only once during the continuance of a settlement, and when the estate duty has once been paid in respect of settled property, legacy or succession duties at the rate of one per cent. are not to be payable during the continuance of the settlement.

The 6th, 7th, and 8th sections contain provisions as to the collection and recovery of the duty and as to the manner in which valuations are to be made. The 9th section makes a rateable part of the duty a charge on the property not passing to the executor as such, and provides for the manner in which it is to be raised.

The 10th section contains the provisions as to appeals from assessments of duty made by the Commissioners of Inland Revenue. The 11th section provides for the release of persons paying the duty. The 12th section authorizes the commutation of duty in expectancy. The 13th section enables all death duties to be compounded for in certain cases. The 14th section provides for the apportionment of the duty among different parts of the property charged. The 15th section contains the exemptions from estate duty. The 16th section deals with small estates. The 17th section, as already stated, declares the rates of duty corresponding to different principal values of the estate. The 18th section provides that succession duty on realty is to be calculated on the principal value of the land (subject to certain deductions). The 19th section contains provisions as to the grants to local authorities in substitution for the existing grants out of probate duty. The 20th section deals with the case of property situated in the colonies. The 21st section contains certain savings as to property settled or reversionary interests mortgaged or sold before the commencement of the Act. Section 22 contains the definitions, section 23 the application to Scotland, section 24 makes the first part of the Act come into operation at the end of the 1st of August, 1894.

ESTATE DUTY IMPOSED BY THE FINANCE ACT, 1894.—Where a person dies after the 1st of August, 1894 (section 24), a duty called estate duty is to be paid "upon the principal value . . . of all property, real or personal, settled or unsettled, which passes on the death of such person." And when estate duty is chargeable on property, none of the duties following are to be paid in respect of it, that is to say, probate duty, account duty, additional succession duty under 51 & 52 Vict. c. 8, Goschen's Estate Duty, legacy and succession duty at one per cent. See section 1 and the first schedule to the Act.

It is hardly necessary to point out that by "person" in this section is meant a person on whose death property passes. The definition of "property which passes on death" will be found in section 2.

PROPERTY IN RESPECT OF WHICH DUTY IS PAYABLE.—As we have already said, estate duty is payable in respect of "property passing at the death of the deceased." This property is defined in section 2. Without giving the exact words of the definition, we may say that it includes all property which would

have been liable to the old death duties, and some other property; that is to say:

(1) *Property of which the deceased was at his death competent to dispose* (section 2 (1) (a)).—This includes personal property belonging to him, real property in which he had at the time of his death an estate in fee simple, an estate in fee tail, and property over which he had a general power of disposition, whether he exercised it or not, and money which he had a general power to charge, whether he exercised it or not (see section 22 (2)), and in either case whether he was or was not *au juris*. But it does not comprise property over which he had a general power of disposition as trustee under a disposition not made by himself or as tenant for life under the Settled Land Act, 1882, or as mortgagee (section 22 (2) (a)).

The question that may arise where the deceased had an estate tail will be discussed under section 5.

The question whether a power of revocation is a general power within the meaning of this sub-section is one of some nicety. Probably if the effect of exercising the power would be to make the property revert to the person to whom the power is given, it would be construed to mean a "general power" within the meaning of the section, because in that case the donee of the power can deal with the property as he thinks fit. But where the effect of exercising the power would be to vest the property in some other person it is analogous in its operation to a special power, and therefore does not appear to be a "general power" within the meaning of the section; but whatever may be the effect of a power of revocation, property settled by the deceased over which he retained either a power of revocation or a general power of appointment (section 2 (1) (c)) passes at his death.

There must be many cases where the donee of a power of revocation or of a general power of appointment does not intend to exercise it. If this is the case, and the donee was not the settlor (section 2 (1) (c)) and takes no interest in the property in default of appointment, it may be desirable to release the power, as if this be done more than one year before the death of the donee the property will, apparently, not "pass at his death," and therefore no estate duty will be payable at his death. If the donor was the settlor, and he retained a general power of appointment, possibly duty may be escaped by exercising the power. If the exercise is voluntary, and he dies within a year, duty will be payable. If he retained a power of revocation, and exercises it so that the property reverts to him, it becomes his own property, and the question whether duty is payable at his death depends upon whether he retains it or parts with it, and, if he parts with it voluntarily, whether he lives for a year after parting with it.

Probably a joint power of appointment is not a general power within the meaning of the section. It must, however, be remembered that by section 22 (2) (b) "A disposition taking effect out of the interest of the deceased shall be deemed to have been made by him whether the concurrence of any other person was or was not required." This appears to apply to the case of a woman married before 1883 whose statutory power to dispose of real estate requires the concurrence of her husband, and to the cases that rarely occur, where a general power given to A. can be exercised only with the consent of B. In cases of this nature the person whose consent is required has no power to make a disposition, but the giving of his consent is a condition precedent to the "disposition"—i.e., to the exercise of the power by the donee. This is very different from the case of a joint power of appointment, where the disposition is made by both donees. In most cases, where there is a joint power of appointment, each of the donees takes an interest at least for life in the property, so that, whether our opinion is correct or not, estate duty will be payable on the death of the first tenant for life. In cases where the power is vested in a father and son, with limitations in default of appointment to the father for life, with remainder to the son for life or in tail, and the son is in such a state of health as to render it likely that he will die before his father, it may be proper to release the power, as, if our opinion is incorrect, duty will be payable on the death of the son dying in his father's lifetime, while, if the power is released, duty will not be payable till the death of the father, at all events if the son lives for a year after the release.

It is by no means clear what will be the effect of a settlement

executed on the marriage of a child where the father provides part of the settled funds and is himself one of the trustees. Probably on his death, at all events if he dies before the tenant for life of the settled fund, the settled fund will be aggregated with his estate for the purpose of duty. It will, therefore, be proper in such cases for the parent to retire from the trust (see section 2 (3)).

(2) *Property in which the deceased or any other person had an interest ceasing on the death of the deceased to the extent to which a benefit arises or accrues on the death of the deceased* (section 2 (1) (b)).—This includes an estate for life held by the deceased or by any other person for his life, and in either case an estate for a term of years if the deceased shall so long live. It also includes an annuity charged on land or payable out of the income of personal property for the life of the deceased.

The words "to the extent," &c., require some explanation. If A. is entitled to an annuity during his life, secured only by the covenant of B., on A.'s death the annuity ceases altogether, there is no property devolving on any other person; but if A. is entitled to an annuity charged on B.'s land, then on A.'s death B. obtains a benefit by the ceasing of the annuity; in the first case duty is not payable, in the second it is.

(3) *Property which before the Act would have been liable to account duty* (ante, p. 677) if that duty had extended to real estate and had not been restricted to voluntary conveyances (section 2 (1) (c)).—This includes *donationes mortis causa*; gifts of every nature not made one year before death; gifts made at any time where the donor retains for any period, however short, any interest in or power over the subject of the gift; property either belonging to the deceased or purchased by arrangement with any other person and vested in himself and another person, so that on his death the beneficial interest passes to that person; property settled otherwise than by will whereby a life interest or a general power of appointment, or a power of revocation is reserved to the settlor. We have already discussed the effect of a power of revocation.

(4) *An annuity or other interest purchased or provided by the deceased, either by the deceased alone or in concert or by arrangement with any other person, to the extent of the beneficial interest accruing or arising by survivorship on the death of the deceased* (section 2 (1) (d)).

(5) *Property out of the United Kingdom is liable to duty only if, before the Act, it would have been liable to legacy or succession duty, or would have been so liable but for the relationship between the parties* (section 2 (2)). This includes movable property belonging to the deceased situated out of the United Kingdom if, and only if, he died domiciled in the United Kingdom, the reason being that property of this nature was liable to legacy duty. It also includes movable property situated out of the United Kingdom settled by a British settlement where at least one of the trustees is domiciled in the United Kingdom, whatever be the domicile of the *cestui que trust*, because property of this nature is liable to succession duty.

REVIEWS.

PRINCIPAL AND AGENT.

THE LAW OF PRINCIPAL AND AGENT. By ERIC BLACKWOOD WRIGHT, B.A., LL.B., Barrister-at-Law. Stevens & Haynes (Limited).

This work treats of a very important branch of English law, an accurate knowledge of which is essential, not only to the legal profession, but also to the entire mercantile and business community. The existing works on the same subject, produced by Mr. Justice Story and Mr. Evans, have long been standard books of reference. Without pretending to displace them, or to vie with them in comprehensiveness, the present volume will, we think, prove a welcome addition to the law library, though it is specially intended for the use of law students. It is, however, in no sense a treatise of so elementary a character that none but students can, with advantage, consult its pages. On the contrary, owing to the scientific treatment which the law of principal and agent receives at the author's hands, his book may, with confidence, be recommended to all legal practitioners as an accurate and handy text-book on the subjects comprised in it. Special prominence is given to the two great classes of mercantile agents—namely, factors and brokers; company law is not within its

scope, though adequate reference is not unfrequently made by the author to cases on this subject, and notably in the chapter on "Ratification," which we regard as one of the best chapters in the volume. The author has evidently been at pains to examine for himself the various authorities he cites in support of the several propositions contained in the text, and does not shrink from criticising any decisions that appear to him to be of a doubtful character, though still of binding authority. Moreover, remembering that his work is intended to be read by law students, he usually takes care to give, besides the actual decision pronounced by the court, such portions of the judgments delivered as indicate the *ratio decidendi*. The work is divided into eighteen chapters, which deal with the subject in hand under two main heads—namely, first, the contract between the principal and agent, and, secondly, the contract made by the agent by virtue of the contract of agency. Under the first head the appointment of the agent, the rights and duties of the principal and agent to one another, and the termination of the agency are considered; while under the second the rights of the principal and his agent against the third party, and such third party's rights against the principal and agent respectively are treated of. The last chapter in the volume deals with a subject which obviously justifies separate treatment—namely, "public agents," who are defined to be agents who act on behalf of the public or on behalf of the Government. The position of such persons is, from a legal point of view, quite exceptional, amounting almost to inviolability in their official capacity. There is an appendix, which comprises the Factors Act, 1889; the Gaming Act, 1892; the Married Women's Property Act, 1893; and the Sale of Goods Act, 1893. A fairly good index, which, however, hardly does sufficient justice to the contents of the work, and might with advantage be somewhat amplified, will be found at the end of the volume.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 13th day of August, 1894.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Romer respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich should for the purpose only of hearing or of trial be transferred to Mr. Justice Romer; Now I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich to Mr. Justice Romer for the purpose only of hearing or of trial and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY.

In re Horsley, Anderson v Horsley
In re Daniel, Hadderton v Jenkins
Cartwright & Coxall v Holland & Andrews
In re Co.'s Act, 1862, and In re The United Kingdom Terra Cotta, Fire & Sound Proof Brick Co. ld.
Burgess v Feldman
Ingham v De Manin De Manin v Ingham
MacDougall v Montague
Chase v Newham
London & Provincial Bank, ld v Agar
Marquis of Bristol v Robertson
In re John Deeley, jun, Patent 14526 of 1884
Walsh v Shaw
Knight v Chambers
Kirkhouse v Kirkhouse
Simplified Permanent Benefit Building Society v Dubey
Howell v Howell
Grubb v Durrant
Osman v Sercombe
Dashwood & Co, ld v East Grinstead Gas and Water Co
Emson v Wrentmore

SECOND SCHEDULE.

From Mr. Justice NORTH.

Wood v Nield
Clerkenwell Vestry v Stubbs
Gale v Ingledew
In re Pyemont, Collett v Rhodes

Stringfellow v Ponthien
 Jaffray v Law Union and Crown Fire and Life Insurance Co
 Leicester v Pimblett
 Smith v Wallace
 King v Vane
 Metropolitan, Birmingham, and South Wales Bank, ld v Wakefield
 Williams v Bratby
 In re Bryant, Hopkins v Briant
 In re Richards, Bostock v Richards
 Westyr Evans v Smith
 Ticket Punch Register Co, ld v Collyer's Patents, ld
 Harris v Collyns, junr
 Peek v Ray
 Ebbetta v Conquest
 Statham v Barratt
 Hutchinson v Lafarelle
 Hutchinson v Barker
 Riches v Palmer Malins v Palmer
 Barton v Hanley
 Clapham v Clark
 Kayler v Rowell, Claire, & Co, ld

THIRD SCHEDULE.

From Mr. Justice STIRLING.

Ainsworth v Wilding
 Barlow v Moxon
 Goucher v Laing
 Ley's Malleable Castings Co, ld v Bagshawe Bros. & Co
 Bolton v Currie

FOURTH SCHEDULE.

From Mr. Justice KEKEWICH.

Baker v Hearn
 Cole v Scammell
 In re Cooper, Cooper v Smith
 In re Palmer, Palmer v Palmer
 Sandle v Macer
 De Witt v Burton
 Kibble v Fairthorne
 Wright v Lister
 Ecclesiastical Commissioners v Wodehouse
 Crowley v Mogg
 Upshall v Thomson
 Earl of Shaftesbury v Poore
 Salaman v Lydall
 Bayley v Ovenden
 Crabtree v Sutcliffe
 Wylie v Buer
 Davidson v Davidson
 Jodrell v White
 Chadburn v Mechan
 Townson v Bowness Local Board
 County of Gloucester Bank, ld v Sparks
 Gant v Duval Restaurants for London, ld
 In re Bowling, Rankin v Gilbertson
 In re Densham & Sons' Trade-Marks 60,774 and 71,541 and Patents,
 Designs, &c, Acts
 Haynes v Quicke

HERSCHELL, C.

CASES OF LAST SITTINGS.

Court of Appeal.

NEVILLE v. MATTHEWMAN—No. 2, 25th July.

ADMISSIONS—PAYMENT INTO COURT.

Appeal from an order of Chitty, J. A testator who died in November, 1872, by his will gave his wife £52 per annum. He then gave his executors £1,000 on trust to invest the same in certain securities, and pay the income to his daughter for life, and after her death to stand possessed of the principal sum for her issue. The defendant was the sole surviving executor and residuary legatee of his father, the testator, and was engaged in carrying on his business. He paid the £52 a year to the testator's widow till her death in 1893, and also paid £50 per annum to his daughter until that date. On the 14th of March, 1894, in answer to a letter from the daughter's solicitors requesting particulars as to the investment of the £1,000, the defendant wrote a letter, in which he said, "The investment is just where the testator left it," and again, on the 17th of March wrote a letter in which he said, "The money is invested in above business and has never been out." On the 24th of March this action was commenced by the daughter against the defendant, charging him with breach of trust, and claiming the £1,000 and the profits made by it in the business, or interest. The defendant, by an affidavit in reply, claimed that the testator's business had been specifically bequeathed to himself and his brother, and could not be appropriated towards the £1,000, and set out a statement of

the testator's assets, exclusive of the alleged specific bequests, shewing that they were insufficient to discharge his liabilities, and asserting that the payments made by him to the widow and daughter were voluntary. Upon motion on the 5th of July Chitty, J., ordered the defendant to pay the £1,000 into court. The defendant appealed.

THE COURT (LORD HERSCHELL, C, LINDLEY and DAVEY, L.JJ.) allowed the appeal.

LORD HERSCHELL, C., said that if the letters stood alone they would not be sufficient to justify an order for payment into court, and that having regard to all the circumstances of the case, and particularly the affidavit of the defendant in reply, it would be monstrous to hold that he had made an unequivocal admission that he had the £1,000 in his hands, and continued:—As regards the grounds upon which money may be ordered to be paid into court, it is admitted that in former times this could not be done except upon an admission in the answer of the defendant that he had the money in his hands; then a step in the direction of relaxation of this rule was taken, and admissions in affidavits of the defendant came to be treated as sufficient; yet a further step was made, and an affidavit of the plaintiff's charging the defendant with having the money in his hands unanswered by the defendant has been held to be sufficient. In *Freeman v. Cox* (26 W. R. 689, 8 Ch. D. 148) Sir G. Jessel said: "It seems to me the principle on which the court has ordered payment of money into court has been that the defendant must admit that the money is in his hands for the purposes of the application. This, I think, is a sufficient admission, the principle being to make the defendant pay into court what he does not dispute to be owing from him." That seems to me to lay down a clear, sound principle, and beyond that I am not prepared to go. But if there is a question whether the money is owing or not, then the matter does not come within *Freeman v. Cox*. It may turn out after all that the money is not owing, and never has been. This appeal must be allowed.

LINDLEY and DAVEY, L.JJ., concurred.—COUNSEL, *Swinfen Bady, Q.C.*, and *Alexander Young, Farwell, Q.C.*, and *Abraham. SOLICITORS, Ramsden, Radcliffe, & Co., for Ramsden, Sykes, & Ramsden, Huddersfield; Pitman & Sons, for Ferns & Sons, Leeds.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re PARKER, MORGAN v. HILL—No. 2, 2nd August.

CO-SURETIES—PAYMENT OFF OF MORTGAGE DEBT BY SURETY—RIGHT TO PROVE AGAINST ESTATE OF CO-SURETY—MERCANTILE LAW AMENDMENT ACT, 1856 (19 & 20 VICT. C. 97), s. 5.

Appeal of the defendant from an order of Kekewich, J., made on the 16th of June, 1894 (reported 42 W. R. 618, and *ante*, p. 564, where the facts are sufficiently stated). Counsel for the applicant cited the following authorities: *Ex parte Stokes* (De Gex's Bankruptcy Rep. 618), *Ex parte Snowden* (29 W. R. 654, 17 Ch. D. 44); *Wolmershausen v. Gullick* (1893, 2 Ch. 514), *Re McMyn, Lighthouse v. McMyn* (35 W. R. 179, 33 Ch. D. 575), and the Mercantile Law Amendment Act, 1856, s. 5.

THE COURT (LINDLEY, LOPES, and DAVEY, L.JJ.), without calling upon counsel for the respondent, dismissed the appeal.

LINDLEY, L.J., said that if the question had not been covered by authority running back to 1848, it would have been quite worthy of consideration, but, as it was, to allow the appeal would be to depart from a recognized rule. The case turned on the construction of the Mercantile Law Amendment Act, s. 5. If the matter had been *res nova* he might have thought the appellant's construction of that section the more reasonable, but ever since *Ex parte Stokes* it had been settled law that a surety was entitled to prove for the whole debt, though he could not recover more than his proper proportion of it. The court could not depart from a rule so well established.

LOPES, L.J., concurred.

DAVEY, L.J., was of the same opinion. He expressed no opinion as to what would have been the result, but thought it quite possible that the rights would have been different, if no claim had been put in by the principal creditors, and the sureties had sought to prove in the first instance in their own right.—COUNSEL, *T. B. Napier; Hadley. SOLICITORS, Oldman, Claburn, & Co., for D. Havers, Norwich; Sharpe, Parker, & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re GLORY PAPER MILLS CO., DUNSTER'S CASE—No. 2, 9th August.

COMPANY—AGREEMENT TO TAKE SHARES—TWO APPLICATIONS—INTENTION OF PARTIES—DIRECTOR—QUALIFICATION SHARES HELD BY DIRECTOR JOINTLY WITH ANOTHER PERSON.

Appeal from Vaughan Williams, J. A firm of Dunster & Wakefield, of which the appellant Dunster was a member, promoted the Glory Paper Mills Co. with a view to obtaining the agency for it. The firm would have subscribed the memorandum of association, but the Registrar of Joint-Stock Companies objected to a firm signature, and accordingly Dunster signed in his own name for 100 shares, thereby becoming one of the first directors of the company. Afterwards Dunster applied in the firm name for 100 shares, which were allotted to the firm. It was not intended or understood on either side that Dunster was to take any shares except those held by his firm. The company having been ordered to be wound up, the official receiver, acting as liquidator, placed Dunster's name on the list of contributories for 100 shares, and the firm's for another 100. Dunster took out a summons to have his name removed. On the 18th of July, 1894, Vaughan Williams, J., dismissed the summons. Counsel for Dunster cited *Nokes's case* (16 W. R. 1135), and *Re Cooke's Mining and Smelting Co.* (34 W. R. 362, 31 Ch. D. 420). Counsel for the respondent, the official receiver, relied upon *Evans's case* (15 W. R. 476, L. R. 2 Ch. 427).

THE COURT (LINDLEY, LOPES, and DAVEY, L.JJ.) allowed the appeal,

and ordered Dunster's name to be removed from the list of contributors.

LINDLEY, L.J., said that the real question was whether there was one agreement to take shares or two. At the first blush it looked as if there were two, but it was plain that the intention of all parties was that the agreement by Dunster on behalf of his firm to take 100 shares should be treated as a performance of the agreement he had entered into by signing the memorandum. The documents might have supported two agreements; but in fact there was only one. There was no reason in law why Dunster should be fixed with 100 shares which he never meant to agree to take. As to Dunster's obligation as a first director of the company to take 100 shares, that presented no difficulty. Dunster held these shares none the less because he held jointly with another person. The fact that the company had the additional responsibility of his partner made no difference. The question was really one of fact, and it was clear in the appellant's favour.

LOPES and DAVEY, L.J.J., delivered judgment to the same effect.—COUNSEL, Buckley, Q.C., and Methold; Farwell, Q.C., and E. S. Ford. SOLICITORS, Blachford, Riches, & Co.; Goldring & Bell.

[Reported by G. F. DUNCAN, Barrister-at-Law.]

Re CLERGY ORPHAN CORPORATION—No. 2, 10th August.

CHARITY—ENDOWMENT—VOLUNTARY SUBSCRIPTIONS AND DONATIONS—INVESTMENT IN LAND—CHARITY COMMISSIONERS—CONSENT—CHARITABLE TRUSTS ACT, 1853, ss. 62, 68.

Appeal from the decision of Kekewich, J. Land belonging to the above-mentioned charity had been taken by a railway company under a special section of the Companies Act, whereby the purchase-money had been fixed at £40,000, of which a sum of £5,000 had been paid into court by the railway company. The land had been originally bought by the charity out of moneys produced by the sale of Consols, which were originally derived from voluntary contributions and were available for the general purposes of the charity, and could originally have been dealt with as income. The charity had express power under their private Act to purchase land, but no express power to sell lands. The charity having presented a petition for the payment out to them of the £5,000 as being absolutely entitled thereto, the Charity Commissioners opposed the petition, on the ground that the fund in court represented land which the charity had no power to sell without the consent of the Charity Commissioners. Section 62 of the Charitable Trusts Act, 1853, exempts from the operation of the Charitable Trusts Acts certain institutions as therein mentioned, and provides that "where any charity is maintained partly by voluntary subscriptions and partly by income arising from any endowment, the powers and provisions of the Act shall, with respect to such charity, extend and apply to the income from endowment only, to the exclusion of voluntary subscriptions and the application thereof; and no donation or bequest unto or in trust for any such charity as last aforesaid, of which no special application or appropriation shall be directed or declared by the donor or testator, and which may legally be applied by the governing or managing body of such charity as income in aid of the voluntary subscription, shall be subject to the jurisdiction or control of the said board"—i.e., the Charity Commissioners—"or the powers or provisions of this Act." By section 68 of the same Act the expression "endowment" means and includes "all lands and real estate whatsoever of any tenure, and any charge thereon, or interest therein, and all stocks, funds, moneys, securities, investments, and personal estate whatsoever, which shall for the time being belong to or be held in trust for any charity, or for all or any of the objects or purposes thereof." Kekewich, J., held that as the fund in court represented land which was originally purchased by the charity out of the general funds of the charity voluntarily contributed to its support, it was not an endowment within the meaning of the Charitable Trusts Acts so as to require the consent of the Charity Commissioners to the sale of the land; and accordingly made an order that the fund in court be paid out to the charity. The Charity Commissioners appealed.

The judgment of THE COURT (Lord HERSHELL, C., LINDLEY and DAVEY, L.J.J.), dismissing the appeal, was delivered by

DAVEY, L.J.—The question is whether the land and the purchase-money which now represents it are exempted from the jurisdiction of the Charity Commissioners by the provision of section 62 of the Charitable Trusts Act, 1853. The first exemption is of charities "wholly maintained by voluntary contributions." It is not contended that the corporation is within this description. But we may observe that if these words are read in their widest and most liberal meaning every charity in the kingdom would be exempt, for we suppose that the ultimate source of all charitable endowments is to be found in the spontaneous bounty of founders and supporters. The words are, we think, intended to describe a charity which has no invested endowment yielding an income for its support, but is dependent on the gifts of the benevolent, whether recurrent or occasional, and whether *inter vivos* or by will. The second exemption is the one which applies to this case. Before we proceed to comment on this enactment we ask what is meant by an endowment. The interpretation of this word is given in section 68. We can see no sufficient reason for limiting or restricting the meaning of these words, or for confining the words to property held upon some special purpose or trust in connection with a charity as distinguished from the general purposes of the charity. On the contrary, the words "in trust for any charity or for all or any of the objects or purposes thereof" seem to us to preclude any such limited construction. We conclude, therefore, that the words mean what they say, and that all property of every description belonging to or held in trust for a charity, and whether held upon trusts or conditions which render it lawful to apply the capital to the maintenance

of the charity, or upon trusts which confine the charitable application to the income, is an endowment within the meaning of the Act. We return now to section 62. We observe that the words used are "voluntary subscriptions." We think that these words are used in a popular sense, and denote recurring gifts repeated annually or otherwise with more or less regularity. Donations or bequests, which would be included as well as subscriptions in the general term contributions, are dealt with in the following sentence. The next words to be noticed are—"partly by income arising from any endowment." Bearing in mind the definition of endowment, we think that these words, if they were not qualified by the subsequent context, would mean, and so far as they are not so qualified do mean, income derived from any invested funds belonging to the charity, and any charity which depends for its maintenance partly on voluntary subscriptions and partly on income from investments would be within the description. The next sentence, however, must be read as a proviso on, or qualification of, the previous enactment, because it is made applicable only to "any such charity as last aforesaid," i.e., to what has been called at the bar a mixed charity. The effect of this proviso is in our opinion to exempt from the jurisdiction every donation or bequest for the general purposes of the charity which is given on such terms that the capital may legally be applied for the maintenance of the charity, but to leave, subject to the jurisdiction, an endowment for general purposes the income only of which is applicable to maintenance. We are further of opinion that if the exempted donation or bequest or any subscriptions are in fact invested by the governors with the intention that they shall form a permanent fund or endowment such investments of the income thereof are exempt from the jurisdiction, and such income is excepted from the income from endowment "in the previous sentence." That this is so is, we think, made clear from the last sentence of the section specially referring to donations, bequests, and voluntary subscriptions which have been invested. This sentence is again a proviso on the immediately preceding words. The effect of it is that the governing body, by appropriating for some specific purpose and investing a donation or bequest, or any subscriptions, which would otherwise be exempt, do not bring such appropriated endowment or the income thereof within the jurisdiction. We have thus far dealt with the construction of the clause apart from authority. In the case of *Re Poor Widows and Orphans of the Clergy Charity v. Sutton* (37 Beav. 651) Lord Romilly put a construction on these sections. Although in the result Lord Romilly's conclusion may not differ much from that which we have endeavoured to express, we cannot agree with him in the reason which he gave for his judgment. We do not think it was a legitimate mode of interpreting the Act first to consider the 62nd section and then to construe the interpretation clause by the 62nd section of the Act. Lord Romilly held that the word "endowment" in the 68th section applied only to endowments for a special purpose in connection with a charity, and not to endowments for the general purposes of the charity. As we have already said, we cannot agree with this construction of the 68th section, and we may add that it seems to us inconsistent with other sections, see, for example, the 44th section. Lord Romilly's view has been followed in other cases, but apparently on his authority without the expression of any opinion as to its correctness by the judges who adopted and followed it. The test whether the property of a charity is an endowment within the meaning of the Act is not whether it is applicable to the general purposes of the charity or only to some specific purpose in connection with it, although this circumstance may be important in considering whether the endowment is exempt from the provisions of the Act in the case of a charity falling within the description in section 66. In the case of the charity now before the court, the charity had purchased lands now represented by the fund in court, with the proceeds of a sum of Consols, and the Consols so sold out arose from the investment of subscriptions, donations, and bequests which the governors might have legally applied as income. We cannot hold that these subscriptions, donations, and bequests lost that character by being invested in Consols. Did they lose it when the Consols were sold and the proceeds applied in the purchase of land? It seems at first sight a strong thing to hold that lands purchased and held for the purpose of carrying on the charitable work of the corporation are not part of the permanent capital endowment of the corporation. But we are unable to say that the investment in land altered the character of the funds invested. The retention of the lands was not essential to the existence of the charity, for the corporation might have bought or rented schools elsewhere, or a site for other schools might have been given to them. In these circumstances, we cannot hold that the funds ceased to be legally applicable to income at the discretion of the governors. The governors for the time being could not, we think, alter the destination of the funds or the trusts upon which they were held by investing them in land, or deprive their successors of the discretion vested in them. We are, therefore, of opinion that the proceeds of the sale of the lands are still applicable as income to the general purposes of the charity, and therefore exempt from the jurisdiction of the commissioners and the powers and provisions of the Charitable Trusts Acts. It is unnecessary to say what would be the case if the charity had no subscription list and relied for its maintenance wholly on the income of endowments derived from voluntary donations for its general purposes in past years which had been invested and capitalized. We will only observe that it is for those who claim an exemption to make it out, and the provisions of the Act on which we have commented seem to apply only to a charity maintained partly by voluntary subscriptions and partly by income of endowments. The result of our judgment, therefore, is (1) that income of any endowment *stricto sensu* means income derived from any invested funds; (2) but that in the case of a charity partly maintained by voluntary subscriptions and partly by the income of any endowment, bequests, and donations for the general purposes of a charity which may be lawfully applied

as income consistently with the terms of the gift are exempt; and (3) such gifts and the income thereof are not brought within the jurisdiction by being invested by the governing body. There remains the question whether the learned judge was right in directing payment of the £5,000 to the corporation. Mr. Vaughan Hawkins contended that a charity cannot sell its land by law independently of the Charitable Trusts Acts. We think that statement is too broad. A charitable corporation can sell and pass the legal estate to a purchaser, but he takes it subject to the obligation of shewing that the sale was beneficial to the charity and justified by the circumstances: *Attorney-General v. Warren* (2 Swans. 302). But we doubt whether this principle is applicable to a case where the land represents the investment of funds which the governors are empowered to apply and dispose of for every purpose of the charity at their discretion. The authorities referred to seem to contemplate a case where the land is part of the permanent endowment of a charity the income of which is applicable by the governors. We are therefore of opinion that if the money in court were reinvested in land, the governors could sell it at their discretion and apply the proceeds as income, and the learned judge was, therefore, right in directing payment to the corporation.—COUNSEL, Sir J. Rigby, A.G., and Vaughan Hawkins; Warmington, Q.C., and Dibdin; S. A. Sampson, SOLICITORS, Clabon; Davies & Sons; Conliffe & Davenport.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL v. CHRIST CHURCH, OXFORD—North, J., 27th July.

CHARITY—ENDOWMENT OF SCHOOL—SCHOLARSHIP TENABLE AT UNIVERSITY—ENDOWMENT SHARED BY A PUBLIC SCHOOL WITH SCHOOLS UNDER THE ENDOWED SCHOOLS ACTS—ENDOWED SCHOOLS ACTS, 1869, 1873.

This was an adjourned summons in an information instituted in respect of an educational charity founded by Edward Careswell, a Shropshire gentleman, by his will dated the 3rd of February, 1689. The summons was taken out by the trustees of the charity. The testator devised certain lands upon trust to enable poor scholars from Shrewsbury School, and five other free schools in the county of Salop therein named, all of which are subject to the Endowed Schools Acts, to proceed to Christ Church, or to some other college in the University of Oxford. He also made provision for the payment of £10 a year to the minister at Donnington, Salop. At the present time the charity is administered under a scheme made by the Court of Chancery in 1861. There are eighteen exhibitions to Christ Church tenable by the scholars from the different schools, which are shared among the schools in certain proportions. There is also a prize, known as the Careswell Prize, of £100 to be competed for annually by the boys from the different schools. In the event of there not being suitable candidates for the exhibitions from any particular school, the exhibitions are open to general competition from all the schools. As a matter of fact, none of the other schools except Shrewsbury School send any considerable proportion of their scholars to the Universities, and of recent years four-fifths of the exhibitions have been held by Shrewsbury scholars. The Charity Commission has recently been engaged in making a new scheme for the administration of the charity, with a view of giving to the five other schools greater benefits from it. The summons asked for directions to the trustees of the charity in view of the above facts. The Charity Commissioners submitted that under the Endowed Schools Acts, 1869 and 1873, the court had no power to interfere. It was contended that as Shrewsbury was a public school (recognized as such by the Public Schools Act of 1868) the jurisdiction of the Charity Commissioners could not, under section 8 of the Act of 1869, apply to its endowments, and it was also submitted that as the charity was for the "maintenance" of scholars at the University, and not at the schools, it was unaffected by the Endowed Schools Act as not being an endowment of any of the schools.

NORTH, J., in giving judgment, said that the word "maintenance," as defined by section 5 of the Endowed Schools Act, 1869, was not confined to endowments for the support of scholars at school, for the salaries of masters, or such matters, but extended to exhibitions tenable at the Universities. Such endowments increased the efficiency of a school by inducing a larger number of boys to be sent there than would have otherwise been the case. If the endowment had been confined to Shrewsbury School, the jurisdiction of the Charity Commissioners might have been excluded; but, having regard to section 24 of the Endowed Schools Act, 1873, as all the other five schools were under the jurisdiction of the Charity Commissioners, his lordship held that these endowments might be dealt with under a scheme of the commissioners.—COUNSEL, Swinfen Eady, Q.C., and Stallard; Cosmo-Hardy, Q.C., and Vaughan Hawkins; Ingle Joyce, SOLICITORS, Clabon; H. Andrews; Solicitors to the Treasury.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Winding-up Cases.

R. ENGLISH AND SCOTTISH MERCANTILE INVESTMENT (LIM.)—Vaughan Williams, J., 9th August.

COMPANY—WINDING UP—SUPERVISION ORDER—EXAMINATION OF OFFICERS—COMPANIES ACT, 1862 (25 & 26 VICT. c. 39), s. 115—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 8.

This was a creditor's petition for winding up by the court, there being a voluntary winding up pending. A supervision order was finally made.

VAUGHAN WILLIAMS, J., with the assent of all parties, made an order that the voluntary winding up should be continued under the supervision of the court, the liquidator undertaking to apply for an examination under section 115 of the Companies Act, 1862, of such officers of the company and other persons as the petitioner's solicitors should wish to have examined, the petitioner's solicitors to have the conduct of the examination. His lordship added that under the 115th section of the Act of 1862 the examination would be more advantageous than if it were conducted under section 8 of the Act of 1890, as the words of the former section were much wider with reference to the persons to be examined. His lordship said he hoped the order would be loyally carried out. If this were not done the court would have no alternative but to make a compulsory order. After the examinations had taken place the facts must be stated in a case for the opinion of counsel as to whether proceedings should be taken against any officers of the company.—COUNSEL, Buckley, Q.C., and C. E. B. Jenkins; Eve; Martelli; Swinfen Eady, Q.C., and G. Lawrence; E. C. Macnaghten, SOLICITORS, Maddisons; Slaughter & May.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

ALABASTER AND OTHERS v. HARNESSE AND THE MEDICAL BATTERY CO. (LIM.)—Hawkins, J., 10th August.

MAINTENANCE—ACTION FOR—COMMON INTEREST IN SUIT—WHAT AMOUNTS TO COMMON INTEREST.

Further consideration by Hawkins, J., in an action tried by him without a jury, in which the question was whether the defendant Harnesse was liable to an action for maintenance at the suit of the plaintiffs under circumstances which are fully set out in the written judgment of the learned judge.

HAWKINS, J., read the following judgment:—This is an action of maintenance brought by the plaintiffs, the proprietors of a newspaper called the *Electrical Review*, against the defendant Mr. Harnesse and the Medical Battery Co. (Limited), of which company Mr. Harnesse was at the times aforementioned the managing director. The Medical Battery Co. was incorporated for the purpose of carrying out the treatment of diseases by means of electric and magnetic appliances. They manufactured and dealt in the apparatus suitable for such treatment, and as a part of their establishment they founded and maintained an institute called "the Electropathic and Zander Institute," with Mr. Harnesse as its head. In January, 1892, the plaintiffs published in the *Electrical Review* an article by way of protest against certain apparatus, contrivances, and electric belts, which had been publicly exhibited by the company at the Crystal Palace, as being constructed in direct opposition to the most elementary laws of electricity, and in July and September in the same year the plaintiffs published other articles highly disparaging to the institute and to Mr. Harnesse, its president. In respect of these publications the Medical Battery Co. brought their action against the present plaintiffs on the 23rd of September, 1892. The pleadings in that action were completed, but no notice of trial was ever given, and on the 28th of April, 1893, it was discontinued. On that same 23rd of September another article appeared in the *Electrical Review*, commenting in very strong and adverse terms upon a report which had recently been written and published by Dr. Tibbitts testifying to the great value of the institute, and the efficiency of its apparatus and appliances and the Harnesse Electropathic Belt, and reflecting seriously on the character and conduct of Dr. Tibbitts in connection with that report, and also upon the Zander Institute and its appliances, and upon the conduct of Mr. Harnesse as its manager and the vendor of the belts bearing his name. In respect of this article, so far as it reflected upon his character and integrity, Dr. Tibbitts, on the 1st of October, 1892, commenced an action of libel in his own name only against the now plaintiffs. That action came on for trial before Mathew, J., on the 15th of February, 1893, and resulted in a verdict for the then defendants, with costs, on the ground of privileged criticism. These costs Dr. Tibbitts was unable to pay, and this action was subsequently brought against the now defendants, hereinafter called merely Mr. Harnesse, to recover these costs as damages sustained by the now plaintiffs incurred in defraying the expenses of their defence to Dr. Tibbitts' action, upon the ground that the now defendants unlawfully maintained Dr. Tibbitts in bringing and prosecuting his action. I shall not think it necessary after the full and exhaustive judgment of Lord Coleridge in *Bradlaugh v. Newdegate* (31 W. R. 792, 11 Q. B. D. 1) to occupy much time in considering what in law constitutes unlawful maintenance, because I do not understand Mr. Jelf, who argued for the defendant Mr. Harnesse, to deny that the defendant did in fact maintain Dr. Tibbitts in his suit, but he insisted that such maintenance was not unlawful or actionable, inasmuch as he had a common interest with Dr. Tibbitts in bringing and promoting it, or at least honestly believed on reasonable grounds that he had such interest. Whether he had such interest or belief is the question I have to determine. The maintenance charged consisted in Mr. Harnesse suggesting to Dr. Tibbitts to commence his action; employing a solicitor nominated by him to issue the writ and conduct the case at his, the defendant's, sole expense. Although there is no real difficulty in determining what amounts to maintenance, the solution of the question whether such maintenance is justifiable or not will be assisted by directing attention to the definitions of unlawful maintenance to be found in Coke Litt. 368b and Hawkins' Pleas of the Crown (1st ed., 1716), book 1, c. 27, s. 3, and two or three other sections from the same book. Lord Coke describes maintenance as "when one maintaineth the one side without having any part of the thing in plea or suit." Hawkins describes it "as when one officiously

meddles in a suit depending in any such court (that is, of justice), which no way belongs to him, by assisting either party with money or otherwise in the prosecution or defence of any such suit"; see also *Redcliffe v. Anderson* (E. B. & E., at p. 825) in the Exchequer Chamber. In the same book in Hawkins (s. 35, s. 38, 8th ed.) is given the reason upon which the law against maintenance is based: "It seemeth that all maintenance is strictly prohibited by the common law as having a manifest tendency to oppression by encouraging and assisting persons to persist in suits, which, perhaps, they would not venture to go on in upon their own bottoms; and, therefore, it is said that all offenders of this kind are not only liable to an action of maintenance at the suit of the party grieved, wherein they shall render such damages as shall be answerable to the injury done to the plaintiff, but also that they may be indicted as offenders against public justice." This principle is also stated by Lord Abinger, C.B., in *Prosser v. Edmunds* (1 Y. & C. 481) thus, "that no encouragement should be given to litigation by the introduction of parties to enforce those rights which others are not disposed to enforce." In considering when and under what circumstances a maintainer can be said to have "part in the thing in the plea or suit" according to Lord Coke, or when the depending suit in some way "belongs to him" according to Hawkins, some assistance may be derived from a few of the paragraphs in Hawkins' P. C., following his definitions, in which are pointed out the only exemptions to which reference need here be made from the operation of the general law: I mean those exemptions in favour of certain neighbourly acts, of acts of charity, and of those who maintain suits in which they have a common interest. First, as to the neighbourly acts: In section 9 (book 1, c. 27, 8th ed.) Hawkins says: "However, it seems clear that a man is in no danger of being judged guilty of an act of maintenance for giving another friendly advice what action is proper for him to bring for the recovery of a certain debt, &c., for it would be extremely hard to make such neighbourly acts of kindness, which seem rather commendable than blameworthy, to come under the notion of maintenance, which always seems to imply a contentious and over-busy intermeddling in other men's matters." But though one's neighbour may assist another (as above) he "ought not to give him any money towards carrying on his suit." As regards justification out of charity another section (section 26, 8th ed.) states it as follows: "It seems to be agreed that any one may lawfully give money to a poor man to enable him to carry on his suit," and Lord Abinger, in *Findon v. Parker* (11 M. & W., at p. 682) says: "If a man were to see a poor person in the street oppressed and abused and without the means of obtaining redress, and furnished him with money or employed an attorney to obtain redress for his wrongs, it would require a very strong argument to convince me that that man could be said to be stirring up litigation and strife and to be guilty of the crime of maintenance." *Harris v. Briscoe* (34 W. R. 729, 17 Q. B. D. 504) expressly upholds this ground of justification. In connection with this ground of justification I may also call attention to that section (section 30, 8th ed.) which has reference to attorneys taking up the suits of poor persons: "They ought not to carry on a cause for another at their own expense with a promise never to expect a repayment." To carry on a suit upon the mere speculation of obtaining costs from the defendant in the event of success cannot, as it seems to me, be described as an act of charity, but rather to fall directly within the mischief against which the law of maintenance is directed. It is carrying on a suit in the subject-matter of which the party has no interest for the chance of getting costs from the other side. In *Anderson v. Redcliffe* (E. B. & E. 818) Erie, J., said the statutes relating to champerty were directed against "speculations by attorneys in suits." It was not, however, and could not be, seriously suggested that the maintenance of Mr. Harness was at all due to neighbourly action or to the impulse of a charitable spirit. I will not dwell, therefore, upon such a justification, but will proceed at once to the consideration of the question whether Mr. Harness had, or upon reasonable grounds believed he had, a common interest with Dr. Tibbitts in the result of his action. If this question is answered in the affirmative he is undoubtedly entitled to have the verdict entered for him—but not otherwise. The sort of interest required to absolve a person from a charge of unlawful maintenance is well illustrated by Hawkins in the following sections—[His lordship then read sections 13, 14, 17, and 21, 8th ed.]—and lastly, in section 24, it is said: "Also it seemeth to be agreed that whosoever any persons claim a common interest in the same thing, as in a way, churchyard, or common, &c., by the same title they may maintain one another in a suit relating to the same." Many cases are to be found in the books in which persons have been held justified in contributing to the expenses of suits brought or defended by others with the object of defending or enforcing a common right in which all were interested. *Findon v. Parker* (11 M. & W. 675) is the only one of these I propose to refer to in any detail. [His lordship then referred to the facts of that case, and read the judgments of Lord Abinger and Rolfe, B., and proceeded:—] I merely mention the following authorities: *Oliver v. Bakewell* (Gwillim on Tithes, 1381), *Stone v. Isa* (Jacob's Rep. 426), *Wild v. Hobson* (2 Ves. & B., at p. 112), as further illustrating the same principle. I find, however, no case whatever in which a person has been held justified in maintaining a suit in which he is not interested in the thing in variance, nor any in which such a claim of common interest as this has been even implied. I have now to ask myself what is the "thing in the plea or suit," or the "thing in variance" in an action, a common interest in which with the plaintiff or the defendant justifies maintenance of such action or defence. Surely it must be that which the plaintiff claims as the subject-matter and object of his action—that which he will attain as the result of success in it—whether such action be for detinue for goods, trespass upon lands, for disturbance of a right, for libel or slander or any other imaginable right or grievance, and the common interest in such subject-matter must be in the attainment of

such success. It must be something far beyond a mere wish for the success of the suit. It must be more than a mere hope or expectancy that he may, by upholding one of the parties, do great service to a friend, or that he may thereby acquire such control and influence over its conduct that he may turn it to his own advantage. All such hopes and expectancies would amount to nothing in the way of justification unless he has a real interest in the subject-matter of the suit or the thing in variance in it. If such hopes or expectancies, without real interest in the subject-matter, would suffice, maintenance would soon become very common. I have used the phrases "common interest in the subject-matter of the suit" and "common interest in the thing in variance" for this reason, that there is a difference between the "subject-matter of the suit," which means the very thing sought to be recovered in the action, and the "thing in variance." For instance, the action may be brought by any person directly and ostensibly in respect of the interference by the defendant with a right of way or of common in which the maintainer has a like interest. Maintenance in such a case would be clearly justifiable because of common interest in the subject-matter. Or the action may be brought to recover damages for a grievance, for instance, an assault in which damages could only be recovered for the trespass on the person of the plaintiff, in which there could be no common interest, and yet in the course of the case an issue might be raised in the determination of which another might have clearly a common interest to support or otherwise. I illustrate it thus: A. sues B. for a common assault; B. pleads simply "not guilty"; C. would not be justified in maintaining A.'s action, because he could have no common interest in it. But if B. pleaded a justification that A. was trespassing on his land, and refused to go off it, and so he laid his hands upon him and put him off, and to this plea A. replied that he was on B.'s land exercising a right of way common to himself and C., this would be a thing in variance, and C. would be clearly justified in maintaining A.'s right, as being one in which he and A. had a common interest. Let me now deal with the present case. No doubt the article containing the libel complained of by Dr. Tibbitts contained also libellous imputations upon the defendant Harness and his institution, but the libels upon the defendant Harness did not form any part of the cause of action, nor was there any issue raised as to his character or conduct. Harness' character and the worth of his appliances might, it is true, form a prominent topic for adverse comment, and he might naturally feel deeply interested in the sense of being anxious to have them met and refuted, and the utility of his belts and appliances established before the world, but this does not constitute such a common interest in the suit as to justify maintenance. In Tibbitts' character or success, so far as he was concerned, Harness had no legal interest, and his own character and conduct could neither be judicially condemned nor justified, and any issue raising questions touching those would have been immaterial. In no proper sense, therefore, could the libel on Mr. Harness be treated as the matter in variance in Tibbitts' action. Tibbitts' character alone was the subject-matter of the action, and his right to maintain his action was the sole matter in variance. Throughout the pleadings in that action the innuendoes were in the statement of claim limited to Dr. Tibbitts, and the substantial defence was that so far as Tibbitts was concerned the article was fair and *bona fide* comment and criticism of a published book and pamphlet, and of proceedings of public interest, and upon this defence alone the verdict passed for the defendants, the now plaintiffs. It may be said that it is hard that when a man's character is attacked he should not be allowed to support by his money the cause of a man who, in defending his own character, must of necessity to some extent support that of another who is attacked with him. I can only say that, in my opinion, to allow a person to assist another in litigation upon matters which do not immediately and directly concern him would lead to more strife and inconvenience than could possibly result from the present law that no man may intermeddle to support or defend a suit which in the result and by the judgment in it can finally determine nothing which he desires to have determined, or which is not practically in issue. In the present case I am pressed by no such feelings of hardship, for in the action brought by the Medical Battery Co. against Alabaster and others the defendant Harness had a full opportunity of completely vindicating not only the character of the company, but his own. He thought fit however to abandon that action by discontinuance some months before Tibbitts' action was tried, preferring to shelter himself under the wing of Tibbitts, and even in Tibbitts' action he did not do that which he might have done, namely, make himself co-plaintiff with Tibbitts, in which case he would have been entitled to all the advantages of clearing his own character which he would have had if he had brought a separate action: see ord. 16, r. 1, and *Baill v. Briscoe* (25 W. R. 838, 2 Q. B. D. 496). This would have given him a common interest in the action, which I think he had not under the circumstances. This was not a case in which a joint action by Tibbitts and Harness could have been maintained. Had it been so, perhaps each might have maintained the other. This was merely an action in which two persons being libelled in one article might, under order 16, separately have recovered damages as though he had brought a separate action. But of course if he had so joined as a plaintiff he would have been liable to costs in the event of failure. By acting as he did, although he made himself liable for the plaintiff Tibbitts' costs, he took the chance of any advantage he might derive in the action, but saved himself from liability to the defendant's costs in the ordinary course. This action is brought to counteract such a course of conduct. I know that it is not necessary to establish conclusively that a joint interest in the action actually existed, and that it is sufficient to justify the defendant in maintaining Tibbitts' action if on reasonable grounds he *bona fide* believed he had such interest—that is, that he reasonably believed in the existence of that state of things, which, if true would in law have justified him in maintaining the

action. I am of opinion he had no such *bond fide* belief; that if he had such belief he had no reasonable grounds for it; that he merely availed himself of Tibbits' action to save himself from the risk of liability to the defendant's costs, and that his conduct in all these respects was unlawful. For all these reasons I think the verdict ought to be entered for the plaintiffs for the amount of the taxed costs of their defence, to be taxed as between party and party, and judgment will be so entered accordingly, with costs as if the case had been tried with a jury. Judgment for the plaintiffs.—COUNSEL, *Lawson Walton, Q.C., and J. E. Bankes; Jelf, Q.C., and F. Dodd.* SOLICITORS, *Lewis & Lewis; Richard Furber.*

[Reported by SIR SHRETON BAKER, Bart., Barrister-at-Law.]

LEGAL NEWS.

APPOINTMENTS.

Mr. L. D. FOWLES, Mr. SAMUEL DAY, Mr. ROBERT WILKINSON, Mr. A. B. KEMPE, Mr. C. A. S. GARLAND, Mr. EDWARD CHITTY, and Mr. MARTIN JOSEPH BLAKE have been appointed Additional Revising Barristers under the provisions of the Registration Acceleration Act, 1894.

GENERAL.

In the House of Commons on Monday Mr. Flynn, referring to the Local Courts of Bankruptcy (Ireland) Bill, asked the Chancellor of the Exchequer whether he was aware that the opinion of Ireland was in favour of the measure, and that it was only opposed by a small knot of Dublin solicitors. The Chancellor of the Exchequer said: I am afraid it does not come within the category of unopposed Bills, especially if it is opposed by solicitors.

In the House of Commons on the 10th inst. Mr. Bartley asked the Chancellor of the Exchequer whether he was aware that the Inns of Court and the Incorporated Law Society were willing to assist in forming a law faculty in the proposed University of London, according to recommendations of the Gresham University Commission; what inquiries the Government had made on the subject; and whether the Government could give any return as to the annual amount of income and expenditure of the Inns of Court during the last five years, and the sums appropriated by these bodies to the purpose of legal education during that period. The Chancellor of the Exchequer said: I have inquired of the Lord Chancellor about this matter, but my noble friend had no knowledge of any such intention as that assumed in the question; and as to the return from the Inns of Court, the Government have no control over the Inns of Court, and therefore have no power to call for a return.

The following is the order of business in the Probate and Divorce Registries during the Long Vacation:—The registrars of the Probate and Divorce Registries of the High Court of Justice will not tax any bill of costs or proceed upon any petition of alimony until Wednesday, October 24, except under special circumstances, to be stated in a written application addressed to them. On Wednesday next, and on every succeeding Wednesday until October 17 inclusive, one of the registrars will sit at the Principal Probate Registry, Somerset House, to hear summonses at 11.30. On Wednesdays, August 15 and 29, September 12 and 26, and October 10 and 17, one of the registrars will sit at the Principal Probate Registry, Somerset House, to hear motions at 12.30. All papers for motions are to be left with the Clerk of the Papers or the Chief Clerk of the Divorce Registry before 2 o'clock on the preceding Saturday. The offices of the Probate and Divorce Registries will be opened at 10 and closed at 4; Saturdays at 2.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BUCKELL.—Aug. 7, at 1, Alexandra-gardens, Ventnor, the wife of Wm. T. Way Buckell, solicitor, of a son.
 ELDRED.—July 15, at 50, Redcliffe-square, South Kensington, the wife of Vincent J. Eldred, solicitor, of a daughter.
 GRIFFITH.—Aug. 13, at 1, Edinburgh-mansions, Victoria-street, S.W., the wife of Ellis J. Griffith, barrister-at-law, of a son.
 WHITEHEAD.—Aug. 10, at Brindle Lodge, near Preston, the wife of Arthur Whitehead, of the Inner Temple, barrister-at-law, of a daughter.
 WRIGHT.—Aug. 10, at Glen Lyn, Underhill-road, Dulwich, S.E., the wife of Frederic Edward Wright, solicitor, of a son.

MARRIAGES.

COWPER-DIXON-HARTLAND.—Aug. 10, at St. George's, Hanover-square, Fitzroy Cowper, of the Inner Temple, barrister-at-law, to Frida, second daughter of Sir F. D. Dixon-Hartland, Bart., M.P.
 DILL-SHAW.—Aug. 9, at Tonbridge, Thomas Reginald Colquhoun Dill, barrister-at-law, to Julia Emma Frances, second daughter of the late Rev. Charles John Kenward Shaw, Vicar of Newington, Kent.
 FORSHAW-FRESON.—Aug. 11, at All Saints', Belvedere, Kent, Edward Enoch Forshaw, barrister-at-law, to Augusta Maud Freson, youngest daughter of the late Mitchell Freson, of Holme Leigh, Belvedere, Kent.
 SALTER-LEDDY.—Aug. 14, at St. Mary's, Wimbledon, Arthur Clavell Salter, of the Middle Temple, barrister-at-law, to Mary Dorothea, second daughter of the late Major J. H. Lloyd, R.A.

DEATH.

SALE.—Aug. 14, at his residence, Joseph Sale, solicitor, aged 90.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. —[ADVT.]

WINDING UP NOTICES.

London Gazette.—TUESDAY, Aug. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DURKINFIELD HALL SPINNING CO., LIMITED.—Petn for winding up, presented Aug 13, directed to be heard on Oct 24. Robert Innes, 10, Norfolk st., Manchester, solicitor for petnecr. Notice of appearing must reach the abovenamed not later than 5 o'clock in the afternoon of Oct 23.
 GULCHER (NEW) ELECTRIC LIGHT AND POWER CO., LIMITED.—Creditors are required, on or before Sept 24, to send their names and addresses, and particulars of their debts or claims, to C. Fitch Kemp, 73, Lombard st.
 LEEDS SAFE DEPOSIT CO., LIMITED.—Creditors are required, on or before Sept 22, to send their names and addresses, and particulars of their debts or claims, to James William Close, 32, Park row, Leeds. Nelson & Co., 4, South parade, Leeds, solicitors for liquidator.
 NORTH BRITISH WATER GAS SYNDICATE, LIMITED.—Creditors are required, on or before Sept 15, to send their names and addresses, and particulars of their debts or claims, to Alexander Moore, 209, West George st., Glasgow. Wright & Co., Glasgow, solicitors for liquidator.
 PATENT ENAMEL CO., LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and particulars of their debts or claims, to Arthur Henry Gibson, 39, Bennett's hill, Birmingham.
 TRYBAN CONSTRUCTION CO., LIMITED.—Petn for winding up, presented Aug 4, directed to be heard on Oct 24. Dawes & Sons, 9, Angel st., Throgmorton st., solicitors for petnecr. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 23.
 WELSH MANUFACTURING AND WOOLSTAPLING CO., LIMITED.—Petn for winding up, presented Aug 8, directed to be heard on Oct 24. Williamson & Co., 13, Sherborne lane, solicitors for petnecr. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

RYECROFT MILLS CO., LIMITED.—Petn for winding up, presented Aug 10, directed to be heard at the Chancery Office, 9, Cook st., Liverpool, on Tuesday, Aug 23, at 11. Hardings & Co., 30, Princess st., Manchester, agents for Whitworth, Booth & Co., Ashton under Lyne. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 27.

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Bottisham, Cambs. Aug 4
 JESTYH-AB-GWEGAM FRIENDLY SOCIETY, Vaughan Arms Inn, Resolven, Glam. Aug 4
 NEW FRIENDLY SOCIETY, White Hart Inn, Great Yeldham, Essex. Aug 4

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 10.

BATES, ROBERT CAMPBELL, West Green, Tottenham, retired Assistant-Paymaster, R.N. Sept 27 Bates v Bates, Chitty, J. Spencer & Co., Chesapeake
 HOBART-HAMPTON, Hon. AUGUSTUS CHARLES, Constantinople, Vice-Admiral Sept 29 Baker v Hobart-Hampton, Kekewich, J. Fox, Victoria st., Westminster
 HODGER, GEORGE PERBART, West Newton, North Petherton, Somerset, Yeoman. Sept 1 Palmer v Colman, Chitty, J. Prior & Co., Lincoln's inn fields
 MARSH, ANNE, Thringstone, Whitwick, Leicester Aug 31 Knight v Marsh, Kekewich, J. Jesson, Ashby de la Zouch
 PEARSON, JOHN CHARLES, Houghton le Spring, Durham, Furniture Dealer Sept 29 Pickering v Parish, Kekewich, J. Miller, Houghton le Spring

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 10.

BARNES, JOSEPH, Wimborne Minster, Yeoman Aug 18 Laif, Wimborne Minster
 BARLOW, THOMAS, Rochdale Sept 18 Looker, Rochdale
 BATES, ANNE GASCOWN, Kettering Sept 1 Fishers, Essex at
 BOLSOVER, BARONESS, Grosvenor pl Sept 18 Baileys & Co, Berners st
 BROCKSOFF, THOMAS, Brighton, Gent Sept 20 Boulton & Co, Northampton sq
 BROOKE, WILLIAM, Bridgwater, Gent Sept 29 Smith & Sons, Weston super Mare
 CAPLE, FREDERICK, Liverpool, Gent Sept 30 Duncan & Son, Liverpool
 COLES, FREDERICK, Brixton, Gent Oct 6 Tatham & Lousada, Old Broad st
 COLLARD, SARAH ANN, Herne Bay Sept 3 Furley, Canterbury
 CROSSLAND, EDWARD, Dewsbury, Furniture Dealer Clay, Dewsbury
 DOBBS, LOUISA, Bath Sept 18 Simmons & Co, Bath
 HAM, ELIZABETH, Burrington Sept 12 Wood, Winton
 JACKSON, GEORGE HENRY, M.D., St Leonard's Sept 21 Jackson, Wormwood st
 JONES, DAVID LEWIS, Mathry, Pembroke, Clerk Sept 13 Morgan & Richardson, Cardigan
 KING, JOHN, Battersea, Builder Aug 30 Kempson, Farnham
 LOE, DANIEL PRINCE, Upper Thames st, Spice Merchant Sept 22 Linklater & Co, Walbrook
 LONG, JOHN, Woodchester, Gent Sept 1 Witchell & Sons, Stroud
 MAWDSLEY, ROBERT, Great Crosby, Painter Sept 10 Hore & Co, Liverpool
 OSBORNE, CHARLES JOHN, Forest Hill, Gent Sept 1 Sandilands & Co, Fenchurch avenue
 PHILLIPOTS, MARY, Carshalton Sept 12 Jones & Blakeway, Gloucester
 POLSON, JOHN, Kensington, Esq Dec 31 Lydall & Sons, Bedford row
 REED, JOSEPH, Newport, I.W., Gas Engineer Sept 22 Way Buckell, Newport, I.W.
 SEAMONS, MARY, Hartwell, Widow Sept 7 Parrott, Aylesbury
 SHUTTER, EMMA CATHERINE MICKLEHAM, Somers Town Aug 14 Arnold & Henry White, Gt Marlborough st
 ST AUBYN, Rev. WILLIAM, Exeter Oct 1 Venning & Goldsmith, Devonport
 STUCKEY, SAMUEL, Bath, Gent Aug 15 Louch & Co, Langport
 THACKERAY, JOSEPH, Clapton, Gent Sept 15 Kennedy & Co, Clement's inn
 TILLEY, ANELIA, Weston super Mare Sept 1 Smith & Sons, Weston super Mare
 TORRE, MARIA, Ripley Sept 8 Peake & Fernor, Ripley
 WATT, THOMAS ROSSITER, Chislehurst Oct 1 White & Co, Whitehall pl
 WIGRAM, CLIFFORD, Saville row, Esq Sept 29 Trower & Co, Lincoln's inn
 WILLETT, BENJAMIN, Bethnal Green, Baker Sept 8 Voss, Bethnal Green

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 10.

RECEIVING ORDERS.

BARNARD, WALTER GRIFFIN, Gresham st, Warehouseman High Court Pet Aug 4 Ord Aug 4
 BROCKETT, E. Fulham, Gent High Court Pet June 28 Ord Aug 7
 BELL, ADAM, Swinton, Builder Salford Pet May 8 Ord Aug 8
 BELL, GEORGE JAMES, Weston super Mare, Sawyer Bridgewater Pet Aug 8 Ord Aug 7
 BEAUCHE, ARTHUR, Birmingham, Grocer Birmingham Pet July 25 Ord Aug 8
 BERNARD, G. R. Streatham High Court Pet May 12 Ord Aug 7
 BOWKER, JOSEPH, Audenshaw, Lancs, Clerk Stalybridge Pet Aug 3 Ord Aug 8
 BRAY, ENOCH, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet Aug 4 Ord Aug 4
 BROWN, ROBERT, Fordham, Shoemaker Cambridge Pet July 27 Ord Aug 8
 BUCK, WILLIAM THOMAS, Stamford Hill, Stationer's Clerk High Court Pet July 12 Ord July 31
 CADDY, JOSHUA, Handsworth Birmingham Pet July 31 Ord July 31
 COOK, WILLIAM, Dukinfield, Grocer Stalybridge Pet Aug 1 Ord Aug 4
 COUSINS, ELIZA, Cliffe, Kent, Market Gardener High Court Pet Aug 6 Ord Aug 6
 COX, ALBERT JAMES, Wotton under Edge, Flock Manufacturer Gloucester Pet Aug 4 Ord Aug 4
 DAVIS, THOMAS BUTLER, Baywater, Solicitor High Court Pet July 19 Ord Aug 6
 ELLIOT, THOMAS, Bristol, Produce Broker Bristol Pet Aug 7 Ord Aug 7
 EMBERT, NIELS HANSEN, Pitfield st, Provision Merchant High Court Pet July 25 Ord Aug 8
 FROST, JOHN T., Swanage, Grocer Poole Pet July 27 Ord Aug 8
 FROSTICK, JOHN, Worthington, Outfitter Cokermonth Pet Aug 4 Ord Aug 4
 GILES, SAMUEL, Dalston, Boot Dealer High Court Pet Aug 3 Ord Aug 8
 GREGG, JOHN DENNIS, Boxford, Innkeeper Ipswich Pet Aug 3 Ord Aug 7
 HILL, JOHN, Dudley, Mining Engineer Dudley Pet July 3 Ord July 30
 HORDEN, GEORGE EVELING, Essex rd, Draper High Court Pet Aug 8 Ord Aug 8
 HUGHES, WILLIAM NATHAN, Abercorn, Saddler Newport, Mon Pet Aug 3 Ord Aug 3
 JAMES, JOHN EDWARD, Monmouth, Ironmonger Newport, Mon Pet June 7 Ord Aug 7
 JOSEPH, E. COLTON, Bristol, Auctioneer Bristol Pet July 21 Ord Aug 8
 KENDALL, WILLIAM EDWARD VAUGHAN, Worcester, Sauce Manufacturer Worcester Pet Aug 8 Ord Aug 8
 LAYTON, JOHN WILLIAM, Newmarket, Machinist Cambridge Pet Aug 4 Ord Aug 4
 LEE, GEORGE, Marnham, Bradford Pet Aug 4 Ord Aug 4
 LEVI, JOSEPH LEVY, Paddington, Club Proprietor High Court Pet July 17 Ord Aug 8
 LEVY, ALEXANDER, Maida Vale High Court Pet July 17 Ord Aug 8
 LEWCOCK, THOMAS, Ryton on Tyne, Miner Newcastle on Tyne Pet Aug 4 Ord Aug 4
 LOCK, JOHN PALMER, and JOHN TARR, Cardiff, Painters Cardiff Pet Aug 7 Ord Aug 7
 LODGE, SAMUEL ROBINSON, Huddersfield Huddersfield Pet July 30 Ord Aug 8
 MCPHERSON, JOHN, Carlisle, Sheep Dealer Carlisle Pet Aug 8 Ord Aug 8
 MILES, WILLIAM RICHARD, Westbury upon Trym Bristol Pet July 10 Ord Aug 7
 MOORE, JOHN ALFRED, Claydon, Carpenter Ipswich Pet Aug 7 Ord Aug 7
 MONCRIEFF, OLGA STUART, Brompton High Court Pet July 11 Ord Aug 8
 MOULT, WILLOUGHBY, Annesley Woodhouse, Grocer Derby Pet Aug 2 Ord Aug 8
 NICHOLSON, PEARSON, Oakworth, Yorks, Farmer Bradford Pet Aug 7 Ord Aug 8
 PACKER, JOSEPH, New Swindon, Butcher Swindon Pet Aug 8 Ord Aug 8
 PAYNE, CHARLES, GEORGE PAYNE, and ARTHUR PAYNE, Crouch End, Builders High Court Pet Aug 4 Ord Aug 4
 PHILLIPS, THOMAS, Birmingham, Hatter Birmingham Pet Aug 2 Ord Aug 8
 PIERKINGSTON, FRANCIS, Regent's Park, Iron Merchant High Court Pet July 14 Ord Aug 8
 PITCHAM, WALTER, Wandsworth, Paperhanger Wandsworth Pet Aug 1 Ord Aug 1
 RABBER, NATHAN OLIVER, Ossett, Joiner Dewsbury Pet Aug 3 Ord Aug 3
 REBELLI, THOMAS JAMES, Pechham, Accountant Clerk High Court Pet Aug 4 Ord Aug 4
 SARD, SAMUEL ROBERT, Forest Hill, Rope-maker High Court Pet Aug 8 Ord Aug 8
 SLATER, CHARLES RAYMOND, Aldersgate st, Trimming Manufacturer High Court Pet Aug 3 Ord Aug 3
 SMITH, CHARLES, Burnley, Whitewasher Burnley Pet Aug 4 Ord Aug 4
 STEVENS, JAMES, Netherton, Miner Dudley Pet July 27 Ord July 27
 TATTERSON, FRED, Eiland, Beer Seller Halifax Pet Aug 8 Ord Aug 8
 TITCHENER, HENRY, Earl's Court, Job Master High Court Pet Aug 7 Ord Aug 7
 TRAVIS, ARTHUR JAMES, Tipton, Tailor Dudley Pet Aug 3 Ord Aug 3
 WHITE, JOSEPH, Ulverston, Ironmonger Ulverston Pet July 12 Ord Aug 7
 WORMAN, A. E., Bristol, Baker Bristol Pet July 10 Ord Aug 7

WESTON, STURT PEARL, Brighton, Boot Dealer Brighton Pet Aug 7 Ord Aug 7
 WESTMORELAND, JOHN, Liverpool, Butcher Liverpool Pet Aug 7 Ord Aug 7
 WHITE, CHARLES, Wolverhampton, Nickel Plater Wolverhampton Pet Aug 3 Ord Aug 4
 WHITELAW, DAVID ROBINSON, Mablethorpe, Clerk in Holy Orders Gt Grimsby Pet July 27 Ord Aug 8
 WILDS, CAROLINE, Chichester, Spinster Brighton Pet July 10 Ord Aug 8
 WILLIAMS, JOHN, and THOMAS REES, Penarth, Builder Cardiff Pet July 11 Ord Aug 1

ORDER RESCINDING RECEIVING ORDER.

GORDON, E. F. C., Thandi, Bengal, Lieutenant High Court Rec Ord Nov 24, 1893 Reson July 27, 1894

FIRST MEETINGS.

ATRE, HOWARTH, Burnley, Joiner Aug 23 at 2 Exchange Hotel, Nicholas st, Burnley
 BENNISON, THOMAS, Caterick, Grocer Aug 20 at 11.30 Court house, Northallerton
 BLAKEMORE, FLORENCE BAILEY, Wolverhampton, Drysalter Aug 31 at 2.30 Off Rec, Wolverhampton
 BOWKER, JOSEPH, Audenshaw, Clerk Aug 23 at 12.15 Townhall, Ashton under Lyne
 CHARLES, MORGAN, Mountain Ash, Glam, Gent Aug 17 at 12 Off Rec, 65, High st, Merthyr Tydfil
 CLERG, Right Hon Rowland, Hawtstone, Peer Aug 24 at 1 North Western Hotel, Stafford
 COOK, WILLIAM, Dukinfield, Grocer Aug 23 at 12 Townhall, Ashton under Lyne
 DEAN, THOMAS, Bliston, Baker Aug 31 at 3 Off Rec, Wolverhampton
 DUNHILL, W. H. G., King's Bench Walk, Barrister at Law Aug 20 at 2.30 Bankruptcy bldgs, Carey st
 ENGLAND, JUSTUS, Pechham, Baker Aug 20 at 12.30 Bankruptcy bldgs, Carey st
 EVANS, WILLIAM, Wrexham, Believing Officer Aug 17 at 11.45 The Priory, Wrexham
 FREEMAN, MARY ANN, Wolverhampton, Jeweller Aug 31 at 2.30 Off Rec, Wolverhampton
 GARDNER, CHRISTOPHER, Carlisle, Clerk Aug 17 at 11 12, Lonsdale st, Carlisle
 GREATER, HENRY, Stockton on Tees, Furnace-man Aug 23 at 3 Off Rec, 8, Albert rd, Middlesbrough
 JONES, JAMES, and JOHN JONES, Abercrombie, Farmers Aug 21 at 12.15 Crown Hotel, Fwllheil
 JONES, JOHN, Abercrombie, Farmer Aug 21 at 12.30 Crown Hotel, Fwllheil
 KAY, GAVIN, South Bank, Yorks, Baker Aug 22 at 3 Off Rec, 8, Albert rd, Middlesbrough
 KILBURN, GEORGE, Richmond, Yorks, Farmer Aug 20 at 11.30 Court House, Northallerton
 LAYTON, JOHN WILLIAM, Newmarket, Machinist Aug 21 at 12 Off Rec, 5, Petty Cury, Cambridge
 LEE, GEORGE, Bradford, Clerk Aug 17 at 3 Off Rec, 31, Manor row, Bradford
 LEWIS, ALFRED, Hereford, Confectioner Aug 17 at 2.30 2, Off st, Hereford
 LLOYD, THOMAS, Piestyl, Farmer Aug 21 at 12.45 Crown Hotel, Fwllheil
 LODGE, SAMUEL ROBINSON, Fulstone, Hardware Dealer Aug 17 at 3 Off Rec, 15, Huddersfield
 MALB, NICHOLAS, Ross, Solicitor Aug 17 at 2.15 2, Off st, Hereford
 MASON, C. T., Gt Grimsby, Schoolmaster Aug 20 at 12 Bankruptcy bldgs, Carey st
 MORRIS, GRIFFITH MONTAGUE, Canonbury Aug 17 at 2.30 Bankruptcy bldgs, Carey st
 MOULT, WILLOUGHBY, Annesley Woodhouse, Grocer Aug 17 at 2.30 Off Rec, 1, James's chambers, Derby
 MUNDHILL, CARL MAGNUS, Gt Grimsby, Snackowner Aug 18 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 NORMAN, JOSEPH, Wigton, Farmer Aug 18 at 3 12, Lonsdale st, Carlisle
 NORTHBY, EMANUEL AUGUSTUS, Plymouth, Auctioneer Aug 17 at 11 Bankruptcy bldgs, Carey st
 NYE, CHARLES, Hampstead, rd, Market Gardener Aug 18 at 2.30 Bankruptcy bldgs, Carey st
 OWEN, RICHARD, Ormsworthy, Farm Balldiff Aug 17 at 2 Queen's Hotel, Oswestry
 PALLISTER, JOHN, Oxford st, Dealer in Horses Aug 17 at 12 Bankruptcy bldgs, Carey st
 PARRY, ROBERT IVOR, Fwllheil, Solicitor Aug 21 at 11.30 Crown Hotel, Fwllheil
 REDING, EDWARD, Mincing lane, Merchant Aug 20 at 11 Bankruptcy bldgs, Carey st
 SAUNDERS, THOMAS, Neath, Labourer Aug 17 at 12 Off Rec, 31, Alexandra rd, Swansea
 SAVIGRAH, ALBERT GEORGE, Earl's Court, Riding Master Aug 20 at 11 Bankruptcy bldgs, Carey st
 SCOTTER, EDWIN, Newcastle on Tyne, Auctioneer's Clerk Aug 20 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 SIM, EDWARD GEORGE, Coleman st, Auctioneer Aug 20 at 12 Bankruptcy bldgs, Carey st
 SIMONS, HENRY, Swansea, Grocer Aug 17 at 12.30 Off Rec, 31, Alexandra rd, Swansea
 SMITH, CHARLES HENRY, Bradford, Mill Manager Aug 17 at 2.30 Off Rec, 31, Manor row, Bradford
 SMITH, THOMAS GODFREY, Goswell rd, Linen Draper Aug 22 at 11 Bankruptcy bldgs, Carey st
 SPICER, HERBERT, Queen Victoria st Aug 17 at 11 Bankruptcy bldgs, Carey st
 ST AUBYN, WALTER MAPLETON MOLESWORTH, Pump court, Barrister at Law Aug 22 at 2.30 Bankruptcy bldgs, Carey st
 STOKES, OCTAVIUS, Sydenham, Consul Aug 21 at 11.30 24, Railway app, London Bridge
 TATTERSON, FRED, Eiland, Beer-seller Aug 18 at 11 Off Rec, Townhall chmbrs, Halifax
 TOWERS, WILLIAM, and JAMES DODSON, Nottingham, Cabinet Makers Aug 17 at 12 Off Rec, St Peter's Church walk, Nottingham
 TRIGO, JOHN, Deptford, Mantle Manufacturer Aug 20 at 11.30 24, Railway app, London Bridge
 VERTKANE, RICHARD HAYLAND, Birmingham, Nuisermer Aug 17 at 2.30 23, Colmore row, Birmingham

WATSON, JOHN WILLIS, Dunston, Joiner Aug 20 at 12 Off Rec, Pink lane, Newcastle on Tyne
 WILLIAMS, EDITH, and ADRIAN WILLIAMS, Swansea, Hosiers Aug 18 at 12 Townhall, Swansea
 WOODCOCK, GEORGE, Bedford, Licensed Victualler Aug 20 at 11 Off Rec, St Paul's sq, Bedford

ADJUDICATIONS.

BLADON, WILLIAM, Birmingham, Provision Dealer, Birmingham Pet July 10 Ord July 31
 BOWKER, JOSEPH, Audenshaw, Clerk Stalybridge Pet Aug 8 Ord Aug 7
 BRAT, ENOCH, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet Aug 4 Ord Aug 4
 BRAWIS, JOHN, Sunderland, Solicitor Sunderland Pet July 4 Ord Aug 2
 COOK, WILLIAM, Dukinfield, Grocer Stalybridge Pet Aug 1 Ord Aug 4
 FIRTH, ALLEN ERASMUS, Rawfolds, Yorks, Grocer Dewsbury Pet Aug 1 Ord Aug 4
 FROSTICK, JOHN, Worthington, Outfitter Cokermonth Pet Aug 3 Ord Aug 4
 GREGG, JOHN DENNIS, Boxford, Suffolk, Carrier Ipswich Pet Aug 3 Ord Aug 8
 HERSON, HENRY, and GEORGE COWHERD, Kendal, Corn Merchants Kendal Pet June 30 Ord Aug 8
 HILL, JOHN, Dudley, Mining Engineer Dudley Pet July 2 Ord July 30
 HOPE, Rt Hon FRANCIS PELHAM CLINTON, Piccadilly High Court Pet Sept 1, 1893 Ord Aug 8
 HORDEN, GEORGE EVELING, Essex rd, Draper High Court Pet Aug 8 Ord Aug 8
 HUGHES, WILLIAM NATHAN, Abercorn, Saddler Newport, Mon Pet Aug 3 Ord Aug 4
 LAYTON, JOHN WILLIAM, Newmarket, Machinist Cambridge Pet Aug 4 Ord Aug 4
 LEE, GEORGE, Bradford, Clerk Bradford Pet Aug 4 Ord Aug 7
 LEWCOCK, THOMAS, Ryton on Tyne, Miner Newcastle on Tyne Pet Aug 4 Ord Aug 4
 LOMAX, FRANCES ELIZABETH, Cadby, Farmer Leicester Pet June 22 Ord July 30
 MCPHERSON, JOHN, Carlisle, Sheep Dealer Carlisle Pet Aug 8 Ord Aug 8
 MITCHELL, BARNARD, Enfield, Brickmaker Edmonton Pet June 21 Ord Aug 3
 MOORE, JOHN ALFRED, Claydon, Suffolk, Carpenter Ipswich Pet Aug 7 Ord Aug 7
 MOULT, WILLOUGHBY, Annesley Woodhouse, Grocer Derby Pet Aug 1 Ord Aug 3
 MUNDHILL, CARL MAGNUS, Gt Grimsby, Snackowner Gt Grimsby Pet July 13 Ord Aug 8
 NICHOLSON, PEARSON, Oakworth, Farmer Bradford Pet Aug 7 Ord Aug 8
 PACKER, JOSEPH, New Swindon, Butcher Swindon Pet Aug 7 Ord Aug 8
 PAYNE, WILLIAM, Leicester, Fishmonger Leicester Pet Aug 2 Ord July 30
 PHILLIPS, JOHN HENRY, Briton Ferry, Glam, Grocer Neath Pet May 19 Ord Aug 7
 PHILLIPS, THOMAS, Birmingham, Hatter Birmingham Pet Aug 2 Ord Aug 8
 RALPH, JAMES, jr, Landport, Butcher Portsmouth Pet July 10 Ord Aug 2
 RUSTENHOLZ, JULIUS, Hotel Proprietor High Court Pet June 22 Ord Aug 8
 SANDERS, WILLIAM HARRIS, Wolverhampton, Iron Master Dudley Pet June 4 Ord Aug 3
 SLATER, CHARLES RAYMOND, Aldersgate st High Court Pet Aug 3 Ord Aug 3
 SMITH, CHARLES, Burnley, Whitewasher Burnley Pet Aug 4 Ord Aug 4
 SPURGEON, RICHARD MESSIAH, Lewisham, Draper Greenwich Pet April 2 Ord Aug 1
 STEVENS, JAMES, Netherton, Publican Dudley Pet July 27 Ord July 27
 TATTERSON, FRED, Eiland, Beer Seller Halifax Pet Aug 8 Ord Aug 8
 TITCHENER, HENRY, Earl's Court, Jobmaster High Court Pet Aug 7 Ord Aug 7
 TRAVIS, ARTHUR JAMES, Tipton, Tailor Dudley Pet Aug 3 Ord Aug 3
 WHITE, JOSEPH, Ulverston, Ironmonger Ulverston Pet July 12 Ord Aug 7
 WORMAN, A. E., Bristol, Baker Bristol Pet July 10 Ord Aug 7

ADJUDICATION ANNULLLED.

COWEN, HENRIETTA, Belfast High Court Adjud July 4 Annul Aug 7

London Gazette.—FRIDAY, Aug. 14.

RECEIVING ORDERS.

ANDREWS, WILLIAM ARTHUR, Gt Grimsby, Builder Gt Grimsby Pet Aug 10 Ord Aug 10
 BAILEY, WILLIAM, Liverpool, Horse Dealer Liverpool Pet July 17 Ord Aug 8
 BENKS, PHILIP STUDDWELL, Halerworth, Tailor Gt Yarmouth Pet Aug 10 Ord Aug 10
 BONIFACE & Co, Barking, Coal Merchants Chelmsford Pet July 26 Ord Aug 8
 BROWN, THOMAS, Barnsley, Miner Dewsbury Pet Aug 8 Ord Aug 8
 CALLAWAY, HERBERT JOSEPH, Lewisham, House Furnisher Greenwich Pet July 28 Ord Aug 7
 CLEACH, ELIZA, Hove, Widow Brighton Ord Aug 10
 CROSBIE, WILLIAM HENRY, Swansea, Clerk Swansea Pet Aug 2 Ord Aug 2
 CURTIS, JAMES DAVID, Manchester, Theatrical Manager Manchester Pet Aug 9 Ord Aug 9
 DANIELS, EMILY MARY, Bath, Boot Dealer Bath Pet Aug 10 Ord Aug 10
 ELLIOTT, ALFRED, Cardiff, Builder Cardiff Pet July 26 Ord Aug 9
 FIELD, EDWARD, Twickenham Rochester Pet June 4 Ord Aug 9
 FRANCIS, MARY ELIZABETH, Dewsbury, Spinster Dewsbury Pet Aug 9 Ord Aug 10

OSHO, WILLIAM, Poplar, Baker High Court Pet Aug 10
Ord Aug 12
GREENIE, JOSEPH, Leadenhall st, Accountant High Court
Pet July 2 Ord Aug 10
HALEHURST, EDWARD, Oldham Oldham Pet Aug 9
Ord Aug 9
HUGHES, EVAN, Swansea, Licensed Victualler Swansea
Pet Aug 9 Ord Aug 9
JAMES, GEORGE, Blandford, Blacksmith Dorchester Pet
Aug 10 Ord Aug 10
JOHN, JOHN JAMES, Merthyr Tydfil, Licensed Victualler
Merthyr Tydfil Pet Aug 10 Ord Aug 10
JOYCE, JOSHUA, Oxford, Jeweller Oxford Pet July 27
Ord Aug 10
KENT, WILLIAM JAMES, Rhyl, Flint, Draper Bangor Pet
July 25 Ord Aug 9
MARTIN, SAMUEL, W Hartlepool, Paint Manufacturer
Sunderland Pet July 26 Ord Aug 6
MEDDINGS, EPHRAIM, Ormslow, Farmer Wolverhampton
Pet Aug 9 Ord Aug 10
MEGSON, FREDERICK, Wakefield, Cattle Dealer Wakefield
Pet Aug 10 Ord Aug 10
PESCOOTT, GEORGE, Westleigh, Lanes, Butcher Bolton
Pet Aug 8 Ord Aug 9
ROBINSON, SOLOMON, Rhondda Valley, Furniture Dealer
Pockypridd Pet July 13 Ord Aug 10
ROGERS, WILLIAM GEORGE, Bristol, Contractor Bristol
Pet Aug 10 Ord Aug 10
SALTER, HERBERT DEERY, Somers Town, Solicitor High
Court Pet June 30 Ord Aug 9
SCHORCH, BENJAMIN, High Holborn, Picture Frame Maker
High Court Pet Aug 11 Ord Aug 11
SELICK, HENRY, Brighton, Bootmaker High Court Pet
Aug 6 Ord Aug 11
SLACK, WILLIAM, Wakefield, Licensed Victualler Wake-
field Pet Aug 11 Ord Aug 11
SOUTHAM, DAVID, Luton, Bleacher Luton Pet Aug 10
Ord Aug 10
SYSON, JOHN, Ilkeston, Miner Derby Pet Aug 11 Ord
Aug 11
WATERMAN, WILLIAM HENRY, King's Arms yd, Architect
High Court Pet July 18 Ord Aug 9
WATERTON, JOHN THOMAS, Lincoln, Innkeeper Lincoln Pet
Aug 10 Ord Aug 10
WHITMAN, DAVID HENRY, Bristol, Restaurant Proprietor
Bristol Pet Aug 9 Ord Aug 9
WILKINSON, CHARLES OMAR, Manchester, Hotel Proprietor
Manchester Pet Aug 8 Ord Aug 8
WILLIAMS, THOMAS, Birmingham, Builder Birmingham
Pet Aug 11 Ord Aug 11

ORDER RESCINDING RECEIVING ORDER.

NORMAN, THOMAS JAMES, New Bond st, Upholsterer High
Court Rec Ord Feb 14 Reason Aug 6

FIRST MEETINGS.

ALCOCK, HENRY WESTON, Barton on Humber, Brick Manu-
facturer Aug 22 at 11 Off Rec, 15, Osborne st, Great
Grimsby
BRESELY, JOHN, Liverpool, Wine Merchant Aug 22 at 3.30
Off Rec, 36, Victoria st, Liverpool
BELL, GEORGE JAMES, Weston super Mare, Sawyer Aug 21
at 11 Bristol Arms Hotel, Bridgewater
BOOTH, WILLIAM, Sheffield, Cabinet Maker Aug 21 at 3.30
Off Rec, Figtree lane, Sheffield
BOND, THOMAS EDWARD, Birmingham, Engineer Aug 23
at 11 23, Colmore row, Birmingham
BRAY, KEOCH, Kingston upon Hull, Cowkeeper Aug 22 at
11 Off Rec, Trinity House lane, Hull
BROOME, RICHARD EARL, Clarendon, Shipowner Aug
27 at 3 Off Rec, 35, Victoria st, Liverpool
BROWN, JAMES, Harlesden, Grocer Aug 22 at 11 Bank-
ruptcy bldgs, Carey st
BROWN, ROBERT, Fordham, Shoemaker Aug 24 at 12 Off
Rec, 5, Petty Cury, Cambridge
BROWN, THOMAS, Barnsley, Miner Aug 21 at 2 Off Rec,
Bank chmbrs, Batley
BUCK, WILLIAM THOMAS, Stamford Hill, Stationer's Clerk
Aug 22 at 12 Bankruptcy bldgs, Carey st
CHOLMONDELEY, H R, Aldershot, Captain Aug 22 at 12.30
34, Railway approach, London Bridge
DAWES, WILLIAM HENRY, and CHARLES WILLIAM DAWES,
Dover, Builders Aug 23 at 11 36, Castle st, Dover
ERICHSEN, NILS HANSEN, Fifehead st, Provision Merchant
Aug 21 at 2.30 Bankruptcy bldgs, Carey st
EKEOT, ADOLPH, Rupert st Aug 22 at 12 Bankruptcy
bldgs, Carey st
FIRTH, ALLEN ERASMUS, Liversedge, Grocer Aug 21 at 3
Off Rec, Bank chmbrs, Batley
FISH, FRANCIS WILLIAM, Birtow in Furness, Insurance
Superintendent Aug 21 at 12 Off Rec, 16, Cornwallis
st, Birtow in Furness
FLETCHER, W. Leeds, Commission Agent Aug 23 at 11
Off Rec, 22, Park row, Leeds
FROSTICK, JOHN, Worthington, Outfitter Aug 23 at 3
Court house, Cockermouth
GILES, SAMUEL, Dalton, Boot Dealer Aug 21 at 11 Bank-
ruptcy bldgs, Carey st
GREGG, JOHN DENNIS, Boxford, Innkeeper Aug 21 at
2.30 36, Princess st, Ipswich
HILL, JOHN, Dudley, Mining Engineer Aug 24 at 10.45
Off Rec, Dudley
HORDEN, GEORGE EVELING, Essex rd, Draper Aug 21 at
12 Bankruptcy bldgs, Carey st
HUGHES, WILLIAM NATHAN, Abercrom, Saddler Aug 21 at
13 Off Rec, Gloucester Bank chmbrs, Newport, Mon
HURPHREY, JOHN WATKIN, Wrexham, Fruiterer Aug 22
at 3 Off Rec, 25, Victoria st, Liverpool
LEWOCK, THOMAS, Ryton on Tyne, Miner Aug 22 at 11.30
Off Rec, Pink lane, Newcastle on Tyne
MASHUTE, JOHN, Unwinck, Lanes, Farmer Aug 21 at 11
Off Rec, 16, Cornwallis st, Birtow in Furness
MAYBURY, HERBERT, Cruve, Builder Aug 31 at 2 Royal
Hotel, Cruve
MOORE, JOHN ALFRED, Clayton, Carpenter Aug 21 at 12
36, Princess st, Ipswich
NICHOLSON, FRANK, Oakworth, Yorks, Farmer Aug 21
at 11 Off Rec, 31, Manor row, Bradford
PADDEN, HERBERT JAMES, Cardiff, Fruit Merchant Aug 21
at 11 Off Rec, 28, Queen st, Cardiff

FAYNE, CHARLES, GEORGE FAYNE, and ARTHUR FAYNE,
Crouch End, Builders Aug 21 at 11 Bankruptcy
bldgs, Carey st
PESCOOTT, GEORGE, West Leigh, Butcher Aug 21 at 11
16, Wood st, Bolton
PROCTOR, JOHN SHELTON, Sheffield, Fruit Salesman Aug
21 at 3 Off Rec, Figtree lane, Sheffield
RAMSDEN, NATHAN OLIVER, Onett, Joiner Aug 21 at 4
Off Rec, Bank chmbrs, Batley
ROBERTS, ARTHUR HENBERT, Old Broad st, Accountant
Aug 22 at 11 Bankruptcy bldgs, Carey st
ROUQUETTE, PHILIP GRACIUS, Whitechapel, Metal Founder
Aug 24 at 2.30 Bankruptcy bldgs, Carey st
RUSTERHOLZ, JULES, Restaurant Proprietor Aug 24 at 11
Bankruptcy bldgs, Carey st
SANDERS, WILLIAM HARRIS, Bilston, Ironmaster Aug 24 at
10.30 Off Rec, Dudley
SCOTT, FRANCIS WILLIAM, Upton lane, Builder Aug 24 at
12 Bankruptcy bldgs, Carey st
SLATHE, CHARLES RAYMOND, Aldersgate st, Trimming
Manufacturer Aug 23 at 1 Bankruptcy bldgs, Carey
street
SLERT, WILLIAM, Loughborough Junction, late Tailor
Aug 22 at 12 Bankruptcy bldgs, Carey st
SMITH, CHARLES, Burnley, Whitewasher Aug 23 at 2.30
Exchange Hotel, Nicholas st, Burnley
SMITH, JOHN HENRY, Oldham, Engineer Aug 21 at 11 Off
Rec, Bank chmbrs, Queen st, Oldham
STEVENS, JAMES, Netherton, Miner Aug 24 at 10 Off Rec,
Dudley
STILL, EVELYN LAGHOBORSE PHILIPS Aug 23 at 12 Bank-
ruptcy bldgs, Carey st
SWALES, H, Hairdresser Aug 27 at 11 Bankruptcy bldgs,
Carey st
SWALLOW, GEORGE, Oldham, Grocer Aug 22 at 3 Off Rec,
Bank chmbrs, Queen st, Oldham
TAYLOR, FREDERICK, West Bridgford, Warehouseman Aug
21 at 12 Off Rec, St Peter's church walk, Nottingham
TAYLOR, GEORGE, Reigate, Grocer Aug 22 at 11.30 24,
Railway app, London Bridge
TAYLOR, PAUL, Birmingham, Carpet Factor Aug 23 at 11
23, Colmore row, Birmingham
TURNER, FRANK MORRELL, Crouch End, Vocalist Aug 23
at 11 Bankruptcy bldgs, Carey st
TRANS, ARTHUR JAMES, Tipton, Tailor Aug 24 at 10.15
Off Rec, Dudley
WICKHAM, MARY MARCHANT, Widow Aug 27 at 12 Bank-
ruptcy bldgs, Carey st
WILKINSON, CHARLES OMAR, Manchester, Hotel Proprietor
Aug 21 at 3 Ogden's chmbrs, Bridge st, Manchester
WRIGHT, JOHN THOMAS, France, Major Aug 23 at 2.30
Bankruptcy bldgs, Carey st

The following amended notice is substituted for that pub-
lished in the London Gazette of the 10th Aug:—
WILLIAMS, EDITH, and AGNES WILLIAMS, Swansea, Hosiers
Aug 21 at 12 Off Rec, 31, Alexandra rd, Swansea

ADJUDICATIONS.

AILSBURY, MARQUIS OF, Clapham rd High Court Pet
Mar 15 Ord July 24
ALCOCK, HENRY WESTON, Barton on Humber, Brickmaker
Gr Grimsby Pet July 21 Ord Aug 10
ANDREWS, WILLIAM ARTHUR, Gt Grimsby, Builder Gt
Grimsby Pet Aug 10 Ord Aug 10
BAILEY, WILLIAM, Everton, Horse Dealer Liverpool Pet
July 16 Ord Aug 8
BARNES, BEATRICE, Bloomsbury, Widow High Court Pet
June 19 Ord Aug 7
BRESELY, JOHN, Liverpool, Wine Merchant Liverpool
Pet July 11 Ord Aug 9
BURNS, PHILIP STUDDWELL, Halesworth, Tailor Great Yar-
mouth Pet Aug 10 Ord Aug 10
BIRKETT, EDWARD, Regent st, Esq High Court Pet July
8 Ord Aug 9
BOULTER, THOMAS, Leicester, Publican Leicester Pet July
3 Ord Aug 11
BROWN, ALFRED EDWARD, Peckham, Ironmonger High
Court Pet July 5 Ord Aug 10
BROWN, ROBERT, Fordham, Shoemaker Cambridge Pet
July 27 Ord Aug 10
BROWN, THOMAS, Barnsley, Miner Dewsbury Pet Aug 6
Ord Aug 8
BUCK, WILLIAM THOMAS, Stamford Hill, Clerk High Court
Pet July 12 Ord Aug 8
CONRATH, EDWARD FREDERICK, Hackney rd, Timber Mer-
chant High Court Pet June 5 Ord Aug 11
COX, ALBERT JAMES, Wotton under Edge, Flock Manufac-
turer Gloucester Pet Aug 3 Ord Aug 10
CROFT, WILLIAM HENRY, Swansea, Clerk Swansea Pet
Aug 9 Ord Aug 9
CURTIS, JAMES DAVID, Manchester, Theatrical Lessee
Manchester Pet Aug 9 Ord Aug 9
DAWES, EMILY MARY, Bath, Boot Dealer Bath Pet Aug
10 Ord Aug 10
DAVIES, DAVID EVAN, Newport, Merchant Newport, Mon
Pet June 1 Ord Aug 8
ROBERTSON, JAMES, Blackpool, Cotton Merchant Manches-
ter Pet March 29 Ord Aug 8
ERICHSEN, NILS HANSEN, Fifehead st, Provision Merchant
High Court Pet July 25 Ord Aug 11
FOSTER, JOHN MATTHEW, Boston, Draper Leicester Pet
July 3 Ord July 25
FRANCE, MARY ELIZABETH, Dewsbury, Spinster Dewsbury
Pet Aug 9 Ord Aug 10
GILES, SAMUEL, Dalton, Boot Dealer High Court Pet
Aug 6 Ord Aug 8
GOLDBERG, MYER, Walthamstow, Hat Manufacturer High
Court Pet July 16 Ord Aug 11
GOODMAN, JACOB, Acton, Salesman High Court Pet July
8 Ord Aug 11
HALEHURST, EDWARD, Oldham Oldham Pet Aug 9 Ord
Aug 9
HUGHES, EVAN, Swansea, Licensed Victualler Swansea
Pet Aug 9 Ord Aug 9
JAMES, GEORGE, Blandford, Blacksmith Dorchester Po
Aug 9 Ord Aug 10
JOHN, JOHN JAMES, Merthyr Tydfil, Licensed Victualler
Merthyr Tydfil Pet Aug 10 Ord Aug 10
JOHN, GEORGE HOLDS, and WILLIAM JONES, Cardiff, Ship
Brokers Newport, Mon Pet July 3 Ord Aug 8

JONES, JAMES, and JOHN JONES, Abercrom, Farmers Port-
madoc Pet July 23 Ord Aug 9
LAW, WILLIAM, Knightsbridge, Jeweller High Court
Pet May 20 Ord Aug 10
LEVOI, JOSEPH LEVI, Paddington, Club Proprietor High
Court Pet July 17 Ord Aug 10
LODGE, SAMUEL ROBINSON, Fulsotons Huddersfield Pet
July 19 Ord Aug 9
MAIR, NICHOLAS, Ross, Solicitor Hereford Pet July 21
Ord Aug 10
MEDDINGS, EPHRAIM, Brewood, Farmer Wolverhampton
Pet Aug 8 Ord Aug 10
MEGSON, FREDERICK, Agbrigg, Cattle Dealer Wakefield
Pet Aug 9 Ord Aug 10
MOORE, OSCAR, Stock Exchange, Stockbroker High Court
Pet June 15 Ord Aug 8
PESCOOTT, GEORGE, Westleigh, Butcher Bolton Pet Aug
8 Ord Aug 8
ROBERTSON, F M, Fulham High Court Pet June 7 Ord
Aug 10
ROGERS, WILLIAM GEORGE, Bristol, Contractor Bristol
Pet Aug 10 Ord Aug 11
SENIOR, SAMUEL, Earlsdon, Rug Manufacturer Down-
bury Pet July 18 Ord Aug 9
SLACK, WILLIAM, Wakefield, Licensed Victualler Wakefield
Pet Aug 11 Ord Aug 11
SOUTHAM, DAVID, Luton, Bleacher Luton Pet Aug 10
Ord Aug 10
SPICER, HERBERT, Queen Victoria st High Court Pet June
26 Ord Aug 11
STROUD, ELKSTON, Miner Derby Pet Aug 11 Ord
Aug 11
TAYLOR, FREDERICK, West Bridgford, Warehouseman
Nottingham Pet July 20 Ord Aug 9
WADE, ARTHUR, Birmingham, Builder Birmingham Pet
Aug 4 Ord Aug 10
WATERTON, JOHN THOMAS, Lincoln, Innkeeper Lincoln
Pet Aug 10 Ord Aug 10
WHITMAN, DAVID HENRY, Bristol, Restaurant Proprietor
Bristol Pet Aug 9 Ord Aug 11
WILKINSON, CHARLES OMAR, Manchester, Hotel Proprietor
Manchester Pet Aug 8 Ord Aug 11
WILLIAMS, THOMAS, Birmingham, Builder Birmingham
Pet Aug 11 Ord Aug 11
WRIGHT, WALTER, Chelmsford, Chemist Chelmsford Pet
July 6 Ord Aug 9

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